

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE 1 OF 1 PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-R5-08-10132	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER PR-R5-08-10132
7. ISSUED BY CODE (Hand Delivered/Overnight Commercial Carriers)		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)			
U.S. EPA Region V Contracts Section, 10th Floor 77 West Jackson Blvd Chicago, IL 60604		U.S. EPA Region V Contracts Section, 10th Floor 77 West Jackson Blvd Chicago, IL 60604			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in Block 7 until 03:00 PM local time 8/8/2008  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME GEOFFREY A. KRIEGER	B. TELEPHONE (NO) AREA CODE 312 NUMBER 353-2075	C. E-MAIL ADDRESS Krieger.geoffrey@epa.gov
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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	___ CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER		17. SIGNATURE	18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c) ( ) [ ] 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than item 7)	25. PAYMENT WILL BE MADE BY	

U.S. Environmental Protection  
Agency  
RTP-Finance Center (D143-02)  
109 T.W. Alexander Drive

		Durham, NC 27711	
26. NAME OF CONTRACTING OFFICER ( <i>Type or print</i> )	27. UNITED STATES OF AMERICA	28. AWARD DATE	
		( <i>Signature of Contracting Officer</i> )	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable

**STANDARD FORM 33** (REV. 9-97)  
Prescribed by GSA - FAR (48 CFR) 53.214(c)

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<b>BASE PERIOD (From Start Date of Period of Performance to 1 Year Thereafter)</b>					
<b>Item No.</b>	<b>Description</b>	<b>Est Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
0001A	Warehouse Facilities Operation and Equipment Management <b>Location: San Francisco, CA</b>	12	Mo		
0001B	Warehouse Facilities Operation and Equipment Management <b>Location: Los Angeles, CA</b>	12	Mo		
0001C	Loaded Overtime (Fixed) Rate: (Requires OSC authorization) <b>Location: San Francisco, CA</b>	200	Hr		
0001D	Loaded Overtime (Fixed) Rate: (Requires OSC authorization) <b>Location: Los Angeles, CA</b>	200	Hr		
0001E	Reimbursable at Cost: Re- stock of Emergency Response Inventory.	1	Lot	<b>\$12,000</b>	<b>\$12,000</b>
0001F	Reimbursable at Cost: Office, Facility, and Shipping Supplies and Consumables	1	Lot	<b>\$10,000</b>	<b>\$10,000</b>
0001G	Reimbursable at Cost: Outside Repair and/or Maintenance of Vehicles	1	Lot	<b>\$6,000</b>	<b>\$6,000</b>
0001H	Reimbursable at Cost: Outside Repair and/or Calibration of Equipment/Equipment Rental	1	Lot	<b>\$6,000</b>	<b>\$6,000</b>
0001I	Reimbursable at Cost: Transportation and Incidental Travel. (When POV is used, GSA rates apply.)	1	Lot	<b>\$2,000</b>	<b>\$2,000</b>
<b>Total Base Period &gt;&gt;</b>					

OPTION PERIOD 1 (From End of Base Period to One Year Thereafter)					
Item No.	Description	Est Qty	Unit	Unit Price	Total
0002A	Warehouse Facilities Operation and Equipment Management <b>Location: San Francisco, CA</b>	12	Mo		
0002B	Warehouse Facilities Operation and Equipment Management <b>Location: Los Angeles, CA</b>	12	Mo		
0002C	Loaded Overtime (Fixed) Rate: (Requires OSC authorization) <b>Location: San Francisco, CA</b>	200	Hr		
0002D	Loaded Overtime (Fixed) Rate: (Requires OSC authorization) <b>Location: Los Angeles, CA</b>	200	Hr		
0002E	Reimbursable at Cost: Re- stock of Emergency Response Inventory.	1	Lot	\$12,600	\$12,600
0002F	Reimbursable at Cost: Office, Facility, and Shipping Supplies and Consumables	1	Lot	\$10,500	\$10,500
0002G	Reimbursable at Cost: Outside Repair and/or Maintenance of Vehicles	1	Lot	\$6,300	\$6,300
0002H	Reimbursable at Cost: Outside Repair and/or Calibration of Equipment/Equipment Rental	1	Lot	\$6,300	\$6,300
0002I	Reimbursable at Cost: Transportation and Incidental Travel. (When POV is used, GSA rates apply.)	1	Lot	\$2,100	\$2,100
Total Option Period 1 >>					
OPTION PERIOD 2 (From End of Option Period 1 to One Year Thereafter)					
Item No.	Description	Est Qty	Unit	Unit Price	Total
0003A	Warehouse Facilities Operation and Equipment Management <b>Location: San Francisco, CA</b>	12	Mo		

0003B	Warehouse Facilities Operation and Equipment Management <b>Location: Los Angeles, CA</b>	12	Mo		
0003C	Loaded Overtime (Fixed) Rate: (Requires OSC authorization) <b>Location: San Francisco, CA</b>	200	Hr		
0003D	Loaded Overtime (Fixed) Rate: (Requires OSC authorization) <b>Location: Los Angeles, CA</b>	200	Hr		
0003E	Reimbursable at Cost: Re- stock of Emergency Response Inventory.	1	Lot	\$13,230	\$13,230
0003F	Reimbursable at Cost: Office, Facility, and Shipping Supplies and Consumables	1	Lot	\$11,025	\$11,025
0003G	Reimbursable at Cost: Outside Repair and/or Maintenance of Vehicles	1	Lot	\$6,615	\$6,615
0003H	Reimbursable at Cost: Outside Repair and/or Calibration of Equipment/Equipment Rental	1	Lot	\$6,615	\$6,615
0003I	Reimbursable at Cost: Transportation and Incidental Travel. (When POV is used, GSA rates apply.)	1	Lot	\$2,205	\$2,205
<b>Total Option Period 2 &gt;&gt;</b>					
<b>OPTION PERIOD 3 (From End of Option Period 2 to One Year Thereafter)</b>					
<b>Item No.</b>	<b>Description</b>	<b>Est Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
0004A	Warehouse Facilities Operation and Equipment Management <b>Location: San Francisco, CA</b>	12	Mo		
0004B	Warehouse Facilities Operation and Equipment Management <b>Location: Los Angeles, CA</b>	12	Mo		
0004C	Loaded Overtime (Fixed) Rate: (Requires OSC authorization) <b>Location: San Francisco, CA</b>	200	Hr		



0004D	Loaded Overtime (Fixed) Rate: (Requires OSC authorization) <b>Location: Los Angeles, CA</b>	200	Hr		
0004E	Reimbursable at Cost: Re-stock of Emergency Response Inventory.	1	Lot	\$13,892	\$13,892
0004F	Reimbursable at Cost: Office, Facility, and Shipping Supplies and Consumables	1	Lot	\$11,576	\$11,576
0004G	Reimbursable at Cost: Outside Repair and/or Maintenance of Vehicles	1	Lot	\$6,946	\$6,946
0004H	Reimbursable at Cost: Outside Repair and/or Calibration of Equipment/Equipment Rental	1	Lot	\$6,946	\$6,946
0004I	Reimbursable at Cost: Transportation and Incidental Travel. (When POV is used, GSA rates apply.)	1	Lot	\$2,315	\$2,315
<b>Total Option Period 3 &gt;&gt;</b>					

<b>OPTION PERIOD 4 (From End of Option Period 3 to One Year Thereafter)</b>					
<b>Item No.</b>	<b>Description</b>	<b>Est Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
0005A	Warehouse Facilities Operation and Equipment Management <b>Location: San Francisco, CA</b>	12	Mo		
0005B	Warehouse Facilities Operation and Equipment Management <b>Location: Los Angeles, CA</b>	12	Mo		
0005C	Loaded Overtime (Fixed) Rate: (Requires OSC authorization) <b>Location: San Francisco, CA</b>	200	Hr		
0005D	Loaded Overtime (Fixed) Rate: (Requires OSC authorization) <b>Location: Los Angeles, CA</b>	200	Hr		
0005E	Reimbursable at Cost: Re-stock of Emergency Response Inventory.	1	Lot	\$14,586	\$14,586
0005F	Reimbursable at Cost: Office,				

	Facility, and Shipping Supplies and Consumables	1	Lot	<b>\$12,155</b>	<b>\$12,155</b>
0005G	Reimbursable at Cost: Outside Repair and/or Maintenance of Vehicles	1	Lot	<b>\$7,293</b>	<b>\$7,293</b>
0005H	Reimbursable at Cost: Outside Repair and/or Calibration of Equipment/Equipment Rental	1	Lot	<b>\$7,293</b>	<b>\$7,293</b>
0005I	Reimbursable at Cost: Transportation and Incidental Travel. (When POV is used, GSA rates apply.)	1	Lot	<b>\$2,431</b>	<b>\$2,431</b>
<b>Total Option Period 4 &gt;&gt;</b>					
<b>Estimated Contract Total &gt;&gt;</b>					

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1 PERFORMANCE WORK STATEMENT

#### I. Introduction

##### A. Background

Pursuant to the authority of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) and the Oil Pollution Act (OPA), as promulgated in the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), EPA is required, within its area of jurisdiction, to respond to emergencies with respect to the release/discharge or threat of release/discharge, of oil, hazardous substances, pollutants, or contaminants, or fire or explosion hazards that pose an actual or potential threat to human health or welfare, or the environment. These laws assign, to EPA only, the responsibility for coordinating all federal, state, local and private efforts associated with responding to environmental emergencies. In addition, under the Emergency Support Function 10 of the Federal Response Plan and the Stafford Act of 1990, EPA is required to respond to nuclear, biological, and chemical incidents, as part of a disaster or terrorism/weapons of mass destruction incident.

In carrying out these duties, the Agency's rapid response contracting network was established to provide emergency and rapid response capabilities to deal primarily with threats to human health and the environment caused by oil and hazardous substance incidents. The network has evolved over the past few years to address the threat from terrorist attacks or incidents involving weapons of mass destruction (WMD).

The primary contracts within the network include the Superfund Technical Assessment & Response Team (START), Emergency and Rapid Response Services (ERRS), and the Response Engineering and Analytical Contract (REAC) contracts.

The START contracts provide technical support that includes gathering and analyzing technical information, preparing technical reports on oil and hazardous substance investigations, and technical support for cleanup efforts.

The ERRS contracts provide emergency, time-critical removal, and expedited remedial response cleanup services. The ERRS contracts provide cleanup support services to contain, recover, or dispose of hazardous substances, analyze samples, and site restoration. The REAC is designed to support activities performed by the EPA's Environmental Response Team (ERT). REAC's function is to provide effective techniques and technologies for the assessment and the remediation of hazardous waste sites and spills.

This contract network is solely tied to the EPA On-Scene Coordinator's (OSC) unique role as the federal official responsible for coordinating and directing responses to environmental emergencies. The OSC uses the network in order to fulfill his/her responsibility of: (1) hazard assessment; (2) risk abatement; and (3) communication within the National Response System at the scene of the emergency. It provides the essential framework and technical capacity that, among other things, allows EPA's On-Scene Coordinators to respond to releases

of hazardous substances on a 24-hours a day, 7-days per week, on-call basis.

#### B. Project Description and Objectives

The Environmental Protection Agency (EPA) requires equipment management and warehouse services for emergency and terrorism response equipment, to support the 24-hours a day, 7-days per week (24/7) response capabilities of EPA Region 9's On-Scene Coordinators. Region 9 includes the states/territories of Arizona, California, Nevada, Hawaii, the U.S. Flag Territories of American Samoa, Guam; the Commonwealth of the Northern Mariana Islands (CNMI); the U.S. Territories of Palmyra, Wake, Midway, Howland and Baker Islands, and Johnston Atoll; the Republics of Palau and the Marshall Islands; and the Federated States of Micronesia. The EPA must immediately respond to any emergency or terrorism event within its boundaries to mitigate threats posed by the presence of hazardous materials that present an imminent or substantial danger to human health or the environment. This emergency response mobilization effort requires immediate access, by EPA START, ERRS, REAC, other federal agency personnel, state, and/or local officials and personnel or other contractors, to an extensive inventory of specialized equipment and materials.

The EPA's objectives under this contract are:

- To operate and manage government-provided secure, central warehouse facilities, including "clean room" spaces, to include all services and functions in accordance with established commercial/government practices;
- To provide approved users, on 24 hours a day, 7 days a week basis, timely access to government owned equipment and material resources used for emergency and counter terrorism responses in the most efficient manner possible;
- To properly manage equipment and materials with the use of an appropriate electronic data interchange inventory control/maintenance system and produce adequate and timely reports during the course of the contract;
- To maintain all emergency response equipment in a continuous state of readiness and ensure manufacturer's recommended maintenance is performed according to a prescribed schedule without impacting response capabilities by having a critical piece of equipment unavailable due to regular maintenance.

#### C. General Requirements

Under this contract, the contractor is required and is expected to provide the necessary labor to efficiently operate agency-provided warehouse facilities including maintenance of a "clean room" and for the effective and efficient management of all equipment and materials associated with Agency's response to disasters and terror incidents. The contract also requires maintenance management, and by direction of the PO or OSC, operation of the following emergency response vehicles: one (1) Mobile Command Post and one (1) truck-mounted Geoprobe and its associated box-van trailer at the San Francisco, CA location, and one (1) hazmat truck at the Los Angeles Metropolitan Area location. All equipment must be kept in a continuous state of readiness.

This requires the contractor to maintain a complete inventory and follow a strict inventory replenishment system and equipment maintenance schedule so as to ensure the availability of ready and up-to-date supplies and equipment when needed by response personnel. All equipment shall be electronically inventoried, tracked, and maintained and adequate reporting shall be provided on a monthly basis to contracting officials. The contractor is required to obtain all necessary permits and licenses for the operation of the facilities and response vehicles.

#### D. Work Performed by Others

The agency will contract with others for the physical warehouse facilities and appropriate property management services. The minimum physical requirements for the spaces are outlined below in Section VI.

The agency will provide the contractor a list of authorized users for access to the warehouse, updated on an annual basis or as necessary to reflect changes in personnel.

## II. Scope of Work

### A. Warehouse Facilities Operation and Management (Objective 1)

The contractor shall provide appropriately trained labor, equipment, materials, and services necessary to perform all those routine tasks normally associated with warehouse facility operation and management, including shipping and receiving, on-site storage, and storage and disposal of excess government property. The contractor shall operate and maintain EPA's warehouse facilities to include all services and functions in conformance with established commercial/government practices.

The agency currently has warehouse facilities located in two separate locations. One is located at 674 Harrison Street, San Francisco, CA and the other is currently located in Signal Hill, CA (Los Angeles Metropolitan Area). The Los Angeles warehouse will be relocated to a yet to be determined location in Torrance, CA.

The agency will provide both facilities.

#### Performance Objectives:

1. Equip each facility in the most optimal configuration for receiving, storing and shipping emergency response and counter terrorism equipment.
2. Equip each facility's "clean room" in the most optimal configuration for use in the regular calibration and maintenance of sensitive technical equipment.
3. Provide a minimum of 2 high-speed digital data lines. These data lines will be installed in the warehouse space and the contractor will be responsible for paying for the service.
4. Manage various hazardous materials, including ignitable, corrosive, toxic, flammable and combustible materials, in

accordance with all applicable regulations.

5. Dispose any materials, packaging, and other substances used in the operation and maintenance of the facility, in accordance with local and state laws, approved property management systems, and federal regulations and laws.
6. Perform in-site incidental cleaning of all Government property that is returned to the warehouse. Some washing or cleaning may be necessary for Government property when it is returned to the warehouse. However, the degree of cleaning shall be such that no risk to warehouse personnel or the environment exists that would require Personnel Protective Equipment (PPE) to be used for cleaning, or that the cleaning would produce any waste requiring special handling and/or permit-required disposal.

No hazardous waste is anticipated under this contract. All spent chemical, nuclear or biological components of equipment and/or materials (i.e. sampling kit and monitoring equipment components) will be disposed of at response sites by emergency response personnel in accordance with all applicable regulatory requirements.

7. The San Francisco, California facility houses a Mobile Command Post and a van-mounted Geoprobe and its associated box-van trailer. The Los Angeles Metropolitan Area facility houses a Hazmat Truck. All consumable materials on board the vehicles shall be continuously maintained.
8. Maintenance of the vehicles by the contractor shall include only in-facility washing as needed and scheduled checks for fluid leaks, fluid levels, lights and indicators, tire inflation, and windshield wiper and other miscellaneous equipment functions. The vehicles shall be started once during each regular work day and run for a sufficient time to allow for observations and checking of the various engine indicators. A log book shall be placed in each vehicle to allow for users' feedback and observations on the vehicle's condition. All repairs and scheduled maintenance, as recommended by the manufacturer shall be performed by a certified third party commercial facility.

#### Performance Measures:

1. The Warehouse Specialist or Shipping/Receiving Clerk shall report damages, shortages, or overages immediately to the CO/PO. Any and all notations shall be initialed by both the driver and the warehouse personnel.
2. The CO/PO shall be informed within 2 hours if the shipment should not be accepted due to the magnitude of the damage and/or discrepancy.
3. The CO/PO shall be informed within 2 hours of any vehicular

malfunction that could prevent its full deployment.

4. Routine phone calls and e-mail messages are to be returned within 24 hours.

Performance Standards:

1. 99% of all deliveries from the warehouse facilities are received by authorized users without damages or complaints.
2. 100% of all property received at the warehouse will be entered into the contractor-provided inventory reports within 72 hours.
3. 97% of inventory is retrievable based on a known physical location as recorded in the electronic inventory management system.
4. All dispatched equipment shall be recorded in the electronic inventory control system within 2 hours.
5. 100% of the time, the vehicles are ready for deployment except during PO/CO-authorized repairs and scheduled maintenance.

B. Provide Emergency Response Equipment and Supply Management  
(Objective 2)

Performance Objective:

1. A secure warehouse facility will be staffed adequately for authorized users' access on a 24-hour a day, 7-days per week basis. On-call or stand-by personnel may satisfy coverage for evenings, weekends and holidays. Authorized users must be provided access to the warehouse and equipment within 1 hour after notification.

Performance Measures:

1. Identify equipment in its possession within 30 minutes when requested by the OSC/DPO/PO/CO and prepare that equipment for delivery to an authorized user or to a transportation service for delivery to an emergency response site as specified below.
2. Package equipment requested by the OSC/DPO/PO/CO for transportation and prepare necessary dispatch and shipping documentation. Equipment shall be fully packaged and ready for dispatch within two (2) hours of notification by the OSC/DPO/PO/CO.
3. Prepare documentation to release equipment to authorized users at the warehouse facilities or when dispatching equipment to other location as specified by OSC/DPO/PO/CO. All documentation will be entered into the inventory management system within 2 hours of release or dispatch of

equipment.

4. Keep all equipment and materials in a state of continuous state of readiness.

Performance Standards:

1. The contractor shall make 100% of equipment and materials requested for field use, available within 2 hours of the request, at the agency provided warehouse locations.

C. Inventory Control System (Objective 3)

Performance Objective:

The contractor shall provide a commercial end-user electronic data interchange program to be used to provide equipment management services.

The contractor shall:

1. Select, provide, deploy and maintain an Inventory Control/Maintenance System to provide a detailed warehouse inventory for all Government property and all associated calibration, sample preparation and/or operating chemicals and supplies, and including the OSC equipment at the applicable Region 9 location, to include shelf dates, disposal dates, calibration dates and schedules as needed.
2. Ensure that the inventory control system provides accurate location and selection of stock information.
3. All incoming equipment shall be inspected upon receipt and any visible loss, damage, and/or other discrepancy must be noted on the delivering carrier's document and on consignee's document copies. Warehouse contractor shall notify the appropriate PO/CO within 72 hours of receipt of identified inconsistencies.
4. All incoming equipment shall be immediately tagged with an appropriate inventory control label and entered into the Inventory Control/Maintenance System provided by the contractor.
5. Ensure accurate, current and complete inventory of data on all property, and available for deployment on a real-time basis.
6. "Verification of Decontamination" documents will be provided to the authorized user when equipment or materials are dispatched for response and will be required to be returned with the equipment by the user.
7. Provide monthly reports to the PO/CO that lists inventory on-hand and their physical locations within or outside the warehouse, and identifies expendable equipment/material shelf-life dates, including their projected expiration



dates. The report shall also provide tracking of dispatches, release/return dates, and identification of persons and organization the equipment or materials are released to (must include names of the START, ERRS, REAC or ERT personnel).

Performance Measures:

1. The contractor shall maintain all data necessary to record property into the inventory control system.
2. Reports shall be provided in the Microsoft Excel and Word formats.

Performance Standards:

1. 100% of government property inventory shall be tagged immediately upon receipt at the warehouse facility with an appropriate inventory control tag.
2. 100% of all reports, provided in Microsoft Excel and Word formats are current and physical locations or condition of equipment are as described in the reports.

D. Equipment Maintenance (Objective 4)

Performance Objectives:

The contractor is not required to perform regularly scheduled maintenance on any equipment or materials under this contract. The contractor shall:

1. Record and/or calibrate all equipment in conformance with manufacturer's recommendations.
2. Monitor and coordinate with maintenance vendors, the scheduled return date of any equipment sent out for maintenance.
3. Clearly identify and track items with a shelf life by date and when the item is to be replaced. Replacement of items having a shelf life shall be accomplished so as to receive the replacement item prior to the shelf life expiring for the item being replaced. In no case, shall items with less than 2 weeks or 10% shelf life remaining, which ever is shorter, be provided for use. Upon receipt of the replacement item, the expired item will be disposed of in accordance with the approved property management system, Federal Acquisition Regulation (FAR) and contract procedures. The contractor shall notify the PO/CO on a quarterly basis of any equipment that has been replaced due to the shelf life expiration.
4. Maintenance/calibration logs shall be kept for all applicable items. Any discrepancies shall be noted and

steps to correct the discrepancies shall be identified.

5. Maintain an adequate and viable inventory of calibration, sampling preparation and operating chemicals and supplies to both maintain calibrated and field ready equipment in the warehouse. Insure an adequate supply of chemicals and supplies to allow for standard field calibration and anticipated field utilization.

Performance Measures:

1. Record all regularly scheduled maintenance in the contractor provided inventory system within 24 hours of completion.

Performance Standards:

1. 100% of critical pieces of inventory are maintained in a constant state of readiness.

### III. Transportation

The government is not responsible for travel expenses incurred by the contractor in the performance of its duties and functions as identified under this contract, except for expenses incurred incidental to travel directed by or with prior authorization from the OSC/DPO/PO/CO. The contractor shall deliver the necessary equipment and supplies to an emergency response site only by the direction of the OSC/DPO/PO/CO.

### IV. Deliverables

Required reports shall be submitted electronically by email to the PO/CO. One hard copy shall be submitted to the PO. The contractor shall submit the following deliverables:

- A. Annual Property Report - The contractor shall submit an annual report of all property on hand as of September 30th of each year by completing the on-line annual report as required by DCMA. Annual Property Report Details, supporting the on-line report, shall be submitted to the Contracting Officer and Project Officer on or before October 5th of each year (if October 5 is not a business day, the report will be due the first business day following October 5).
- B. Monthly inventory report in Microsoft Excel spread sheet. The monthly inventory report shall be submitted to the Project Officer by the 5<sup>th</sup> day of each month. The following data fields shall be included in each report:
  - Property Identification
  - Quantity
  - Condition
  - Location
  - Shelf Life or Expiration Date
  - Replenishment Schedule
- C. Monthly report tracking the equipment that were dispatched or

released. This report shall include dispatch/release and return dates, and identify the persons by name and by organization (START, ERRS, REAC or ERT ) the equipment or materials were dispatched or released to. This report must be submitted to the Project Officer by the 5<sup>th</sup> day of each month.

#### **V. Federal Supply Schedule**

With prior authorization from the Contracting Officer, the contractor may use the Federal Supply Schedule or other federal government ordering instruments to order and replenish inventory stock. If this process is approved for use by contractor, it shall be solely and exclusively used for equipment and supplies related to this contract.

#### **VI. Warehouse Facility Description**

##### **Warehouse located at 674 Harrison Street, San Francisco, CA:**

- The facility has a total of 6,500 sq. ft. of contiguous warehouse and office space as follows: 6,000 sq. ft. of warehouse space and 500 sq. ft. of office space.
- The government has 24-hour access seven days a week, including holidays, to the facility.
- The lighting for the warehouse space is 50 foot-candle at floor level.
- The facility has separate toilets and showers for Men and Women.
- The heating and ventilation in the warehouse is capable of maintaining an acceptable temperature range between 65 and 85 degrees.
- The minimum interior ceiling height is at least 24.0.
- The facility has a chilled drinking fountain.
- The facility has a utility sink with hot and cold water, soap and paper towel dispenser.
- The facility's electrical system supports 120 and 220 volt AC.
- The entire space is protected by an automatic sprinkler system and fire safety system.
- The facility has secured outside parking for up to 3 government vehicles, and inside parking for up to 4 vehicles, including a truck mounted Geoprobe and its associated box van trailer and a Mobile Command Post.
- The facility has a motorized overheard roll-up door 12 feet wide by 20 feet high.
- The facility is protected at all times either by: a programmable security system, guard(s) or, a combination of both. The security

system has remote monitoring capability by a central station.

- The facility has a flammable, corrosive, ignitable, aerosol storage area.
- The exterior walls of the office space are slab-to-slab.
- The facility has two offices and one "Clean Room" , as follows:
  - (2) offices @ 175 sq. ft. - ceiling high partition
  - (1) room "Clean Room" @ 150 sq. ft. - ceiling high partition
- The ceiling height for these rooms is at least 8 feet but not over 11 feet.
- The lighting in the offices is 50 foot-candle at desktop.
- The facility has carpet tiles in the two offices.
- The facility's "Clean Room" has vinyl floor tiles and a counter with cabinets above and below.
- The HVAC system for the offices and "clean room" are separately zoned and controlled, and temperature is maintained at the current office temperature levels established by GSA.
- The facility's doors have integral turn-knob locksets, sub-master and master-keyed.
- Daytime janitorial services are provided throughout the space.

**Los Angeles Metroplitan Area Facility:**

- The Los Angeles Metropolitan Area warehouse facility will have a total of 1,600 sq. ft. of contiguous warehouse and office space as follows: 1,250 sq. ft. of warehouse space and 350 sq. ft. of office space
- The government will have 24-hour access, 7-days per week, including holidays, to the space.
- The lighting for the warehouse space will be 50 foot-candle at floor level.
- The facility will have separate toilets and showers for Men and Women.
- The heating and ventilation in the warehouse will be capable of maintaining an acceptable temperature range between 65 and 85 degrees.
- The interior ceiling height will be at least 24 feet.
- The facility will have a chilled drinking fountain.
- The facility will have a utility sink with hot and cold water, soap and paper towel dispenser.

- The electrical system supports 120 and 220 volt AC.
- The entire space will be protected by an automatic sprinkler system and fire safety system.
- The facility will provide secured outside parking for up to 3 government vehicles, and a hazmat truck.
- The facility will have a motorized overheard roll-up door 12 feet wide by 20 feet high.
- The facility will be protected at all times either by: a programmable security system, guard(s) or, a combination of both. The security system will have remote monitoring capability by a central station.
- The facility will have a flammable, corrosive, ignitable, and aerosol storage area.
- The exterior walls of the office space will be slab-to-slab.
- Two offices and one "Clean Room" will be, as follows:
  - (2) offices @ 100 sq. ft. each - ceiling high partition
  - (1) room "Clean Room" @ 150 sq. ft. - ceiling high partition
- The ceiling height for these rooms will be at least 8 feet but not over 11 feet.
- The lighting in the offices will be 50 foot-candle at desktop.
- The facility will have carpet tiles in the two offices.
- The facility's "Clean Room" will have vinyl floor tiles and, a counter with cabinets above/below.
- The HVAC system for the offices and "clean room" will be separately zoned and controlled, and temperature will be maintained at the current office temperature levels established by GSA.
- The facility's doors will have integral turn-knob locksets, sub-master and master-keyed.
- Daytime janitorial services will be provided throughout the space.

**SECTION D - PACKAGING AND MARKING**

[For this Solicitation, there are NO clauses in this Section]

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-2	AUG 1996	INSPECTION OF SUPPLIES--FIXED-PRICE
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED-PRICE
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 STOP WORK ORDER (FAR 52.242-15) (AUG 1989) DEVIATION**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 60 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall, at Government expense, immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost allocable to the work covered by the order during the period of work stoppage. Within a period of 60 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery completion schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; *provided*, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.



**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 EPAAR 1552.245-73, GOVERNMENT PROPERTY (Oct 2000)**

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

U.S. Environmental Protection Agency

Property Administration Requirements (PAR)

1. *Purpose.* This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

2. *Delegation of Contract Property Administration.* EPA has delegated much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the contractor for assistance in all matters of property administration.

Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC PA, the contractor should seek resolution from the CO. Unless otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMC PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

3. *Requests for Government Property .*

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.

3. Certification that no like contractor facilities exist which could be utilized.

4. A detailed description of the task-related purpose of the facilities.

5. Explanation of negative impact if facilities are not provided by the Government.

6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).

7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government. The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.

*4. Transfer of Government Property.* When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance. When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

*5. Records of Government Property .*

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) for all items of Government property regardless of cost .

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied

with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. *Inventories of Government Property.* The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMC PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory. See section 9 herein, Contract Closeout, for information on final inventories.

7. *Reports of Government Property.* In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as facilities, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be received at EPA and DCMC no later than October 31 of each year.

f. Distribution shall be as follows:

Original to: EPA CO

1 copy: DCMC PA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

8. *Disposition of Government Property.* The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. *Identification of Excess Property.* The disposition process begins with the

contractor identifying Government property that is excess to its contract. Effective contractor property control systems provide for disclosing excesses as they occur. Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. *Reporting Excess Government Property.* Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.602-1 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMC PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: "Note to PLCO: Reimbursement to the EPA Superfund is required." When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. *Disposition Instructions.*

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.
2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.
3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.
4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.
5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.
6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.
7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. *Contract Closeout.* The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMC PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO. However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the DCMC PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

Attachment 1

*Required Data Elements.* Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property: Contractor Identification/Tag Number; Description; Manufacturer; Model; Serial Number; Acquisition Date; Date received; Acquisition Cost\*; Acquisition Document Number; Location; Contract Number; Account Number (if supplied); Superfund (Yes/No); Inventory Performance Date; Disposition Date.

\*Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

(End of clause)

**G.2 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

**G.3 DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)**

The contract property administrator

\_\_\_\_TBD\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

is the Contracting Officer's designated representative on property matters.  
The Contractor shall furnish all required information on property to the  
property administrator.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling 1-888-546-8740.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

### H.2 PRINTING (EPAAR 1552.208-70) (DEC 2005)

#### (a) *Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) *Prohibition.*

(1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at:  
<http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.



(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)**

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

0 = Unsatisfactory,  
1 = Poor,  
2 = Fair,  
3 = Good,  
4 = Excellent,  
5 = Outstanding,  
N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

Quality,  
Cost Control,  
Timeliness of Performance,  
Business Relations,  
Compliance with Labor Standards,  
Compliance with Safety Standards, and  
Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

(1) Complete a description of the contract requirements;

(2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative

for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

#### **H.4 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended,

(CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and

technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

#### **H.5 Key Personnel (EPAAR 1552.237-72) (FEB 1995) DEVIATION**

(a) The Contractor shall assign to this contract the following key personnel:

At the San Francisco Facility: Facility Manager

At the Los Angeles Facility: Facility Manager

(b) During the first 180 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 150-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

#### **H.6 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

#### **H.7 GOVERNMENT - CONTRACTOR RELATIONS (JUN 99) (EPAAR 1552.237-76) (JUN 1999)**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that

no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or

may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 10 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	DEC 2007	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	DEC 2007	DISPLAY OF HOTLINE POSTER(S)
52.208-9	AUG 2006	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
52.217-1	APR 1984	LIMITATION OF PRICE AND CONTRACTOR OBLIGATIONS
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION
52.222-26	MAR 2007	EQUAL OPPORTUNITY (MAR 2007)
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-44	FEB 2002	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT



52.222-50	AUG 2007	COMBATING TRAFFICKING IN PERSONS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-1	JUN 2003	BUY AMERICAN ACT -- SUPPLIES
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL
52.227-19	JUN 1987	COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS
52.228-8	MAY 1999	LIABILITY AND INSURANCE-LEASED MOTOR VEHICLES
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS
52.232-35	MAY 1999	TRANSFER--CENTRAL CONTRACTOR REGISTRATION DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE II (APR 1984)
52.246-24	FEB 1997	LIMITATION OF LIABILITY-HIGH VALUE ITEMS ALTERNATE I (APR 1984)
52.249-4	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS
A270-020	APR 1993	MAINTENANCE DOWNTIME CREDITS

**I.2 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (AUG 2000)**

(a) *Definitions.* As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office

buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

"Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.

"Recovered material," for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

### **I.3 CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) (APR 2008)**

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS'' or ``DUNS +4'' followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.  
(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of

paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

#### **I.4 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (SEP 2007) DEVIATION**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201. (See Attachment 3)

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

#### **I.5 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires.

#### **I.6 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

**I.7 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (FAR 52.219-27) (MAY 2004)**

(a) *Definition.* "Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(e) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

#### **I.8 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-28) (JUN 2007)**

(a) Definitions. As used in this clause--

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that

corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_.

*[Contractor to sign and date and insert authorized signer's name and title].*

#### **I.9 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

#### **I.10 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM**



**ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006) (FAR 52.222-35) (SEP 2006)**

(a) *Definitions.* As used in this clause--

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) *General.* (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) *Listing openings.* (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) *Postings.* (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) *Noncompliance*. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) *Subcontracts*. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

**I.11 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES  
(DEC 2004) (FAR 52.222-39) (DEC 2004)**

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

## Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board Division of Information 1099 14th Street,  
N.W. Washington, DC 20570 1-866-667-6572 1-866-316-6572 (TTY)  
To locate the nearest NLRB office, see NLRB's website at  
<http://www.nlrb.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-- Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which

the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

**I.12 SERVICE CONTRACT ACT OF 1965 (FAR 52.222-41) (NOV 2007)**

(a) Definitions. As used in this clause-

Act means the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

Contractor when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work.

The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section (6)(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more



than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely

as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act -

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting

Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon

length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531.

However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision -

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract.

Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**I.13 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT  
(MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006) (FAR 52.222-43) (NOV 2006)**

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have

access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

#### **I.14 NOTIFICATION OF CHANGES (FAR 52.243-7) (SEP 2006)**

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of

performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from



the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

#### **I.15 GOVERNMENT PROPERTY (FAR 52.245-1) (JUN 2007)**

(a) Definitions. As used in this clause --

*Acquisition cost* means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

*Cannibalize* means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

*Contractor-acquired property* means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

*Contractor inventory* means--

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

*Contractor's managerial personnel* means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

*Demilitarization* means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

*Discrepancies* incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

*Equipment* means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

*Government-furnished property* means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

*Government property* means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

*Material* means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

*Nonseverable* means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

*Plant equipment* as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

*Precious metals* means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

*Property* means all tangible property, both real and personal.

*Property Administrator* means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

*Provide* means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

*Real property* means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

*Sensitive property* means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

*Surplus property* means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) *Property management*. (1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the

Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) *Use of Government property.* The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) *Government-furnished property.* (1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an 'as-is' condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3) (i) The Contracting Officer may by written notice, at any time--

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this

clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.* (1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) *Fixed-price contracts.*

(i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as 'Government property'), are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon--

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.* (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as 'Government property'), are subject to the provisions of this clause.

(f) *Contractor plans and systems.* (1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) *Receipt of Government Property.* The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property.* The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property.* The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) *Use of a Receipt and Issue System for Government Material.* When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory.* The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control.* (A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered

and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(3) Quantity.

(4) Unique Item Identifier (if available).

(5) Accountable Contract number.

(6) A statement indicating current or future need.

(7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.

(8) All known interests in commingled property of which the Government property is a part.

(9) Cause and corrective action taken or to be taken to prevent recurrence.

(10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.

(11) Copies of all supporting documentation.

(12) Last known location.

(13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) *Relief of stewardship responsibility.* Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is--

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;

(B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property.* (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.

(ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) *Systems analysis.* (1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) *Contractor Liability for Government Property.* (1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies-

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the

Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment*. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal*. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) *Scrap to which the Government has obtained title under paragraph (e) of this clause*.

(i) *Contractor with an approved scrap procedure*.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that--

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) *Contractor without an approved scrap procedure*. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract



without Government approval.

(2) *Predisposal requirements.* (i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority--

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) *Inventory disposal schedules.* (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) *Submission requirements.* The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) *Corrections.* The Plant Clearance Officer may--

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) *Postsubmission adjustments.* The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) *Storage.* (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) *Disposition instructions.* (i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) *Disposal proceeds.* As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) *Abandonment of Government property.*

(1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication.* All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words

'Government' and 'Government-furnished' (wherever they appear in this clause) shall be construed as 'United States Government' and 'United States Government-furnished,' respectively.

**I.16 LIMITATION OF LIABILITY--SERVICES (FAR 52.246-25) (FEB 1997)**

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

**I.17 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (FAR 52.249-8) (APR 1984)**

(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see

subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the

convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

**I.18 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

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[ Insert one or more Internet addresses ]

**I.19 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**J.1 ATTACHMENTS**

1. List of Government Provided Property
2. Inventory of Emergency Response Supplies and Equipment
3. Personal Verification Procedures for Contractor Personnel
4. Wage Determination - San Francisco
5. Wage Determination - Los Angeles

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

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[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (JAN 2006)  
DEVIATION**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 493110.

(2) The small business size standard is \$23.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<b><u>FAR Clause #</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Change</u></b>
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.



**K.3 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND  
PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)**

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

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**K.4 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)**

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION

**L.2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (APR 2008)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

**L.3 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (FAR 52.214-34) (APR 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

**L.4 SUBMISSION OF OFFERS IN U.S. CURRENCY (FAR 52.214-35) (APR 1991)**

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

**L.5 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FAR 52.215-1) (JAN 2004) ALTERNATE I (OCT 1997)**

(a) *Definitions.* As used in this provision- Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in

the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror.

Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other

than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be

considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

#### **L.6 Price Schedule - Instructions and Other Information**

a) Please refer to Section B (Schedule for Supplies and Services) of this Solicitation. The contract will be composed of a 1-year base and four 1-year options. The offeror is instructed to state its price offers (fixed prices) for all Line Items ending in A and B, and its fixed rates for Line Items ending in C and D. The estimated quantities for Overtime and estimated costs for the all reimbursable line items are being provided for the calculation of the contract's total estimated value. The indicated number of hours for overtime is only an estimate, not a minimum quantity that the government will be obligated to order.

b) The following SCA/DOL Occupational Codes are being used under the current contract:

##### San Francisco (2 employees):

23183 - Electronic Technician Maintenance III (as Facility Manager)  
21130 - Shipping/Receiving Clerk (as Equipment Manager)

##### Los Angeles (1 employee):

23182 - Electronic Technician Maintenance II (as Facility Manager)

c) The offeror may propose occupational codes or number of employees other

than those stated above as long as the overall proposal is responsive to all the requirements in the Performance Work Statement (PWS). Evaluation for "responsiveness" will be conducted as part of the evaluation of the offeror's Management Plan.

**L.7 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION**

The Government contemplates award of a Firm-Fixed-Price contract, with other reimbursable line items, resulting from this solicitation.

**L.8 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Geoffrey A. Krieger

Hand-Carried Address:

U.S. EPA, Region 5  
10<sup>th</sup> Floor, Acquisition Section  
77 W. Jackson Blvd.  
Chicago, IL 60604

Mailing Address:

U.S. EPA, Region 5, MCC-10J  
77 W. Jackson Blvd.  
Chicago, IL 60604

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.9 SITE VISIT (FAR 52.237-1) (APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

**L.10 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu



of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):  
<http://www.arnet.gov/far/>

-----  
 [Insert one or more Internet addresses ]

**L.11 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-73)  
 (AUG 1999)**

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA and to whom and where it was submitted or update all outdated information on file.

(a) Contractor's Name:-----

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):

-----  
 -----

(c) Telephone Number:-----

(d) Individual(s) to contact re this proposal:-----

-----

(e) Cognizant Government:

Audit Agency:-----  
 Address:-----  
 Auditor:-----

(f)(1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:  
 Government cost-reimbursement type prime contracts and  
 subcontracts ..... \$ \_\_\_\_\_  
 Government fixed-price prime contracts and subcontracts ... \$ \_\_\_\_\_  
 Commercial Sales..... \$ \_\_\_\_\_  
 Total Sales..... \$ \_\_\_\_\_

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year..... \$ \_\_\_\_\_  
 Total Sales for Second Preceding Fiscal Year..... \$ \_\_\_\_\_

(g) Is company a separate rate entity or division?..

Yes \_\_\_\_\_

No \_\_\_\_\_

If a division or subsidiary corporation, name parent company:

-----

(h) Date Company Organized:-----

(i) Manpower:

Total Employees:-----

Direct:-----

Indirect:-----

Standard Work Week (Hours):-----

(j) Commercial Products:-----

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	Estimated/ actual cost	Standard cost
-----		
Estimating System:		
Job Order.....	_____	_____
Process.....	_____	_____
-----		
Accumulating System:		
Job Order.....	_____	_____
Process.....	_____	_____
-----		

Has your cost estimating system been approved by any Government **agency**?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, give name, date or approval, and location of **agency**:

-----

Has your cost accumulation system been approved by any Government **agency**?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, give name, date of approval, and address of **agency**:

-----

(m) What is your fiscal year period? (Give month-to-month dates):

-----  
-----  
What were the indirect cost rates for your last completed fiscal year?  
-----

Fiscal year	Indirect cost rate	Basis of allocation
Fringe Benefits.....	_____	_____
Overhead.....	_____	_____
G&A Expense.....	_____	_____
Other.....	_____	_____

-----

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government **agency**?  
Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, give name, date of approval, and location of the Government **agency**:  
-----

Date of last preaward audit review by a Government **agency**:  
-----

If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.

(o) Cost estimating is performed by:

Accounting Department-----  
Contracting Department-----  
Other (describe)-----

(p) Has system of control of Government property been approved by a Government **agency**?  
Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, give name, date of approval, and location of the Government **agency**:  
-----  
-----

(q) Purchasing System: FAR 44.302 requires EPA, where it is the cognizant Government **agency**, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$25 million (annual billings) during the next twelve months. The \$25 million sales threshold is comprised of prime

contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government **agency**?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, name and location of the Government **agency**:

-----

Period of Approval:-----

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$25 million threshold?

Yes \_\_\_\_\_ No \_\_\_\_\_

If you responded yes to the \$25 million threshold question, is EPA the cognizant **agency** for your organization based on the preponderance of Government contract dollars?

Yes \_\_\_\_\_ No \_\_\_\_\_

If EPA is not your cognizant Government **agency**, provide the name and location of the cognizant **agency** \_\_\_\_\_

-----

Are your purchasing policies and procedures written?

Yes \_\_\_\_\_ No \_\_\_\_\_

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes \_\_\_\_\_ No \_\_\_\_\_

(s) Additionally, offerors shall submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

#### **L.12 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)**

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$100,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least 4 contracts and subcontracts completed in the last 5 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which

are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h)above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range.

Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

#### **L.13 PREPROPOSAL CONFERENCE (EP 52.215-100) (APR 1984)**

EPA will conduct a pre-proposal conference at 9:30 AM on July 22, 2008 at:

Region 9 San Francisco Warehouse Facility  
 674 Harrison Street  
 San Francisco, CA 94107

Offerors planning to attend the conference should email or provide written notification to the contract specialist at least 5 calendar days prior to the conference date, indicating the number of persons who will be attending.

**L.14 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)**

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 15 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

**L.15 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)**

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

**L.16 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)**

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

**L.17 MINIMUM STANDARDS FOR MANAGEMENT PLAN**

At a minimum, the management plan will be required to address:

- 1) A brief summary of the offeror's history in managing warehouses and providing equipment and supplies to authorized users as requested. The contractor must also give an overview of its quality control procedures to ensure effective equipment inventory processes and controls.
- 2) The structure of the management and warehouse operations team. Identify local points of contact for each warehouse and any off-site management and the

lines of authority.

3) The offeror's plan for ensuring that warehouse workers will be capable of performing the tasks described in the Performance Work Statement. It is understood that personnel may need to be hired to fill the individual jobs, so position descriptions and how they fit into the plan for managing the warehouse is acceptable.

4) How the offeror will meet the off-hour callbacks and emergency response portions of the contract, including who will be responsible for responding and the methods of contact for that person at each location. Also address procedures that will be in place should the designated person not be available to respond, in cases of illness, vacation, etc.

5) Experience in dealing with technical products in a warehouse and repair environment. This include vehicles, communication equipment, scientific testing equipment, or comparable products that involve specialized knowledge in handling and care.

The offeror may also address any areas it wishes to highlight in its past performance or experience., however the entire document should be no more than five (5) pages double-sided. Any additional pages may not be considered.



## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

### **M.2 PROGRESS PAYMENTS NOT INCLUDED (FAR 52.232-15) (APR 1984)**

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

### **M.3 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)**

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

### **M.4 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999) ALTERNATE II (AUG 1999)**

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are approximately equal to cost or price.

(b) Evaluation factors and significant sub-factors to determine the quality of product or service:

1. Management Plan - will be required of all offerors and will be evaluated on a go/ no go basis. The management plan will be evaluated to ensure the offeror has a clear understanding of the requirements and has the ability to meet the performance expectations as listed in the Performance Work Statement (PWS). Minimum standards for the management plan are listed in Section L.16.

2. Past Performance - will be evaluated in accordance with FAR 15.305(a)(2) and scored as follows:

Points	Evaluation Criteria
5	The response to the factor is superior in most features.
4	The response to the factor is good with some superior features. Information provided is generally clear and the approach is acceptable with the possibility of more than adequate performance.
3	The response to the factor is adequate. Overall, it meets the specifications and requirements, such as the Technical Evaluation Panel (TEP) believes that the offeror could perform to meet the Government's minimum requirements.
2	Information related to the factor is incomplete, unclear, or indicates an inadequate approach to or understanding of the factor. The TEP believes that there is question as to whether the offeror would be able to perform satisfactorily.
1	The factor is addressed but contains deficiencies and/or weaknesses that can be corrected only by major or significant changes to relevant portions of the proposal, or the factor is addressed so minimally or vaguely that there are widespread information gaps. In addition, because the deficiencies, weaknesses, and/or information gaps, serious concerns exist on the part of the TEP about the offeror's ability to perform the required work.
0	The factor is not addressed or is totally deficient and without merit.

Note: FAR 15.305(a)(2)(iv) states, "In the case of an offeror without a record

of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance." Therefore, failure of the offeror to provide a minimum of three relevant references that meet the criteria listed above, and/or the inability of the Government to complete a minimum of three reference checks after making a reasonable effort to do so, will result in the offeror being rated as "neutral" on the past performance factor.

ATTACHMENT 1

GOVERNMENT PROVIDED EQUIPMENT

**Government Provided Equipment  
San Francisco, CA**

<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Notes</b>
<b>Work stations</b>			
Work Bench, 72"x34"x32", 16 gauge steel frame, Tuff-Top	2	ea	Shipping & Receiving Operations
Electronic Tech Benches with power connections and shelf	3	ea	Non-Conductive
File Cabinets-Standard	2	ea	One black, one tan
File Cabinets - Fire Retardant	2	ea	
Catalog Holder	2	ea	
File Bins	2	ea	
Stainless Steel Table 4'x30"x35.5"	1	ea	
<b>Packing Equipment</b>			
Tape Gun	1	ea	
Tape Machine	1	ea	Gum Tape
Overhead Packing Dispenser	1	ea	
12" Drill Press	1	ea	
Kraft Paper Holder	1	ea	
<b>Inventory Storage</b>			
Shelving 4"x8"x10" (5 Shelf)	9	set	
Shelving 4"x8"x12" (7 Shelf)	1	set	
Shelving 4"x8"x8" (5 Shelf)	2	set	
Parts Cabinet, Steel 132 Bin	1	ea	
<b>Inventory Handling</b>			
Ladder - 9 Step Rolling	1	ea	
Cart	1	ea	
Pallet Jack	1	ea	
Hand Dolly	1	ea	
<b>Safety Products</b>			
Fire Extinguisher	4	ea	
<b>Inventory Control System</b>			
Counter Pro Ver. 10.1.8 System backup data tape	1	tape	Data is on SLR5-8GB Tape

<b>Computer Hardware</b>			
SLR5-8GB Data Tape for Backup	7	ea	
Battery Backup	1	ea	
Okidata Printer	2	ea	
Printer Cable & Patch Cable	2	ea	
Power Strip	1	ea	
Unitech remote bar code scanner w/ docking station	1	ea	
Wired bar code scanner w/ 8' Cord	1	ea	
<b>Tools</b>			
Powerstrip - 8 Outlet	4	ea	
Tool Chest 16 Drawer w/Casters	1	ea	
Soldering Station with Iron	1	ea	
Heat Gun Adjustable	1	ea	
<b>Furniture</b>			
Desk	1	ea	
Bookshelf	2	ea	
File Cabinet	1	ea	
Office Chair	2	ea	
Desk Chair	1	ea	
Chair Mat	1	ea	
Shredder - Cross Cut	1	ea	
<b>Office Machines</b>			
Copier	1	ea	
Typewriter	1	ea	

ATTACHMENT 2

WAREHOUSE INVENTORY

## INVENTORY OF EMERGENCY RESPONSE EQUIPMENT AND SUPPLIES

1. San Francisco, CA1.A Emergency Response Equipment Warehouse - Inventory

<u>Decal No.</u>	<u>Item Description</u>	<u>Manufacturer's Name</u>	<u>Model No.</u>	<u>Cost</u>
108	DRAEGER CMS ANALYZER	DRAEGER	6405200	\$1,250.00
195	DRAEGER CMS ANALYZER	DRAEGER	6405200	\$1,250.00
199	DRAEGER CMS ANALYZER	DRAEGER	6405200	\$1,250.00
332	PAC III	DRAGER	4530011	\$1,013.00
333	PAC III	DRAGER	4530011	\$1,013.00
334	PAC III	DRAGER	4530011	\$1,013.00
93098	Auger Kit	AMS	N/A	\$1,376.00
10000	BIOS AIR PUMP	BIOS	MET-PB	\$400.00
10002	BIOS AIR PUMP	BIOS	MET-PB	\$400.00
10003	BIOS AIR PUMP	BIOS	MET-PB	\$400.00
10004	BIOS AIR PUMP	BIOS	MET-PB	\$400.00
10005	BIOS AIR PUMP	BIOS	MET-PB	\$400.00
100905	HAZCAT Kit	Haztech Systems, Inc.	N/A	\$2,385.00
100906	HAZCAT Kit	Haztech Systems, Inc.	N/A	\$2,385.00
121650	Digital Video Camera	Sony	DCR-TRV9	\$2,199.00
148157	Micro R Meter	Ludlum Measurements	MODEL 19	\$895.00
157014	PORTABLE SCALER RATEMETER	Ludlum Measurements	2221	\$1,475.00
158971	BETA PROBE	Ludlum Measurements	44-116	\$770.00
164010	GAMMA PROBE	Ludlum Measurements	44-10	\$810.00
164855	ALPHA PROBE	Ludlum Measurements	43-90	\$675.00
1884	BIOS Air Pump	BIOS	6000D	\$377.00
1886	BIOS Air Pump	BIOS	6000D	\$377.00
1888	BIOS Air Pump	BIOS	6000D	\$377.00
1890	BIOS Air Pump	BIOS	6000D	\$377.00
1891	BIOS Air Pump	BIOS	6000D	\$377.00
197517	PUMP, DETECTOR TUBE	DRAEGER	31	\$230.00
197525	METER, RADIATION (a)	VICTOREEN	490	\$1,065.00
2617	MULTIWARN II	DRAGER	8314070	\$1,900.00
26442	pH Meter	COLE PARMER	N/A	\$350.00
2834	Personal Data/RAM	MIE	N/A	\$1,200.00
2836	Personal Data/RAM	MIE	N/A	\$1,200.00
2838	Personal Data/RAM	MIE	N/A	\$1,200.00
28739	pH Meter	COLE PARMER	59002-0	\$350.00
305348	Video Editing Controller	SONY	RM-E700	\$500.00
333081	DESK, SYSTEM COMPUTER	RADIO SHACK	4301	\$332.00
339116	EXPLOSIMETER/O2 METER	MSA	260	\$1,200.00
339236	METER, RADIATION	VICTOREEN	THYAC III	\$626.00



339237	PROBE, SCINTILLATION	VICTOREEN	434	\$620.00
3857	PERSONAL DATARAM	MIE	N/A	\$1,200.00
411930	Digital Camera	SONY	MVC-FD7	\$700.00
46ZB	Geo Explorer	Trimble Navigation	GeoExplorer	\$3,000.00
608841	PROBE, BETA (TO VICTOREEN 490)	VICTOREEN	489-4	\$150.00
608842	PUMP, DETECTOR TUBE	DRAEGER	31	\$222.00
608843	PUMP, DETECTOR TUBE	DRAEGER	31	\$222.00
646024	LADDER	WERNER	N/A	\$90.00
646031	O2/EXPLOSIMETER, COMBO.	MSA	261	\$1,217.00
646050	RADIATION MONITOR	EBERLINE	MONITOR 1	\$240.00
646052	RADIATION MONITOR	EBERLINE	MONITOR 1	\$240.00
647156	TRUCK; 4X4	CHEVY	SUBURBAN	\$18,872.00
647160	ORGANIC VAPOR METER	THERMO	580B	\$4,780.00
647161	ORGANIC VAPOR METER (I.SAFE)	Environmental Instruments	580S	\$5,774.00
647163	ORGANIC VAPOR METER	Thermo Environmental Instruments	OVMB	\$4,800.00
647166	VIDEO CAMERA RECORDER	SONY CORPORATION	CCD-F401	\$973.00
647170	RADIATION ALERT MONITOR	EBERLINE		\$301.00
647171	RADIATION ALERT MONITOR	EBERLINE	MONITOR 1	\$301.00
647179	4" CORE SAMPLER	AMS MANUFACTURES	N/A	\$100.00
647180	4" CORE SAMPLER	AMS Manufactures	N/A	\$100.00
647797	TOXIC VAPOR ANALYZER	FOXBORO	TVA1000A	\$5,817.00
647801	HAND PUMP, DRAEGER	Draeger	ACURRO 2000	\$523.00
647806	AUTOMATIC DRAEGER	Draeger	ACCURO 2000	\$335.00
647832	PERSONAL MONITOR, HCN	Bayer Diagnostic	MONOTOX PLUS	\$803.00
647834	PERSONAL MONITOR, HCN	Bayer Diagnostic	4100 SD	\$753.00
647835	PERSONAL MONITOR, H2S	Bayer Diagnostic	MONOTOX +	\$663.00
647836	BATTERY CHARGER, MONOTOX	Bayer Diagnostic	N/A	\$203.00
647837	MONOTOX, HCN	Bayer Diagnostic	MONOTOX PLUS	\$803.00
647845	AUTOMATIC PUMP, DREAGER	Draeger	ACCURO 2000	\$858.00
660337	S02 MONOTOX	COMPUR	4100 SD	\$1,804.00
660402	ION CHAMBER	VICTOREEN	450P	\$2,149.00
696553	PROJECTOR, SLIDE	KODAK	4600	\$229.00
696554	BINOCULARS	NIKON	10X50CF	\$185.00
696555	BINOCULARS	NIKON	10X50CF	\$185.00
696565	AUGER KIT	CLEMENTS	PN120	\$1,010.00
696568	REFRIGERATOR, SAMPLES	SANYO	SR4217	\$199.00
696569	MAGNETIC LOCATOR	SCHONSTEDT	GA-528	\$675.00
696954	METEOROLOGICAL STATION, PORT.	CAMPBELL	PMS	\$9,720.00
696956	MIE PDM-3 MINIRAM - 696956	MIE	PDM-3	\$2,389.00
696959	DREDGE, EKMAN	WILDCO	196B12	\$228.00
696961	FLAMMABLES CABINET	JUSTRITE	25995	\$297.00
696962	FLAMMABLES CABINET	JUSTRITE	25995	\$297.00
696963	FLAMMABLES CABINET	JUSTRITE	25995	\$297.00

7216	<u>Spectrophotometer</u>	<u>ARTEL</u>	<u>N/A</u>	<u>\$300.00</u>
870400	<u>Balance</u>	<u>METTLER</u>	<u>Mettler</u>	<u>\$2,500.00</u>
870429	<u>Video Hi 8</u>	<u>SONY</u>	<u>EV-S3000</u>	<u>\$700.00</u>
901027	<u>RADIO</u>	<u>MOTOROLA</u>	<u>HT1000</u>	<u>\$0</u>

903400	<u>PORTABLE XRF ANALYZER</u>	<u>TN Technologies, Inc.</u>	<u>SPEC. 9000</u>	<u>\$55,075.00</u>
903401	<u>XRF PROBE</u>	<u>TN Technologies</u>	<u>9290</u>	<u>\$1,700.00</u>
903402	<u>REGULATOR, AIRLINE</u>	<u>MINE SAFETY APPLIANCES</u>	<u>68858</u>	<u>\$181.00</u>
903403	<u>REGULATOR, AIRLINE</u>	<u>MINE SAFETY APPLIANCES</u>	<u>68858</u>	<u>\$181.00</u>
903404	<u>REGULATOR, AIRLINE</u>	<u>MINE SAFETY APPLIANCES</u>	<u>68858</u>	<u>\$181.00</u>
903405	<u>REGULATOR, AIRLINE</u>	<u>Mine Safety Appliances</u>	<u>68858</u>	<u>\$180.00</u>
903406	<u>MANIFOLD SYSTEM</u>	<u>Mine Safety Appliances</u>	<u>825</u>	<u>\$717.00</u>
903409	<u>PUMP, DETECTOR TUBE</u>	<u>DRAEGER</u>	<u>MODEL 31</u>	<u>\$222.00</u>
903411	<u>WIND SPEED INDICATOR</u>	<u>PACER INDUSTRIES</u>	<u>WSI-66</u>	<u>\$271.00</u>
903413	<u>INTERFACE METER</u>	<u>HAZCO</u>	<u>121</u>	<u>\$1,710.00</u>
903414	<u>CONVERTER, 110 VOLT</u>	<u>GRUNFOS PUMPS CORP.</u>	<u>REDI-FLO 2</u>	<u>\$1,110.00</u>
903415	<u>PORTABLE SAMPLING SYSTEM</u>	<u>NORTHWEST, INC.</u>	<u>REEL E-Z</u>	<u>\$2,080.00</u>
903416	<u>CALIBRATOR, DRY CELL</u>	<u>BIOS</u>	<u>DC-1SC REV.C</u>	<u>\$1,600.00</u>
903417	<u>AEROSOL MONITOR</u>	<u>MIE</u>	<u>PDM-3</u>	<u>\$2,827.00</u>
903418	<u>AEROSOL MONITOR</u>	<u>MIE</u>	<u>PDM-3</u>	<u>\$2,827.00</u>
903421	<u>TOXIC VAPOR ANALYZER</u>	<u>THE FOXBORO COMPANY</u>	<u>TVA1000</u>	<u>\$5,800.00</u>
903424	<u>PERSONAL GAS ALARM</u>	<u>MINE SAFETY APPLIANCES</u>	<u>3210L</u>	<u>\$2,140.00</u>
903425	<u>PERSONAL GAS METER</u>	<u>MINE SAFETY APPLIANCES</u>	<u>3210L</u>	<u>\$2,140.00</u>
903426	<u>DATA DOCKING MODULE</u>	<u>MINE SAFETY APPLIANCES</u>	<u>N/A</u>	<u>\$350.00</u>
903427	<u>PRINTER, DESKJET</u>	<u>Hewlett Packard</u>	<u>520</u>	<u>\$695.00</u>
903433	<u>AUGER, HOLLOW STEM</u>	<u>AMS - Arts Manufacturing Supply</u>	<u>N/A</u>	<u>\$977.00</u>
903437	<u>WEATHER MONITOR</u>		<u>MONITOR II</u>	<u>\$600.00</u>
967806	<u>Laser Range Finder</u>	<u>Criterion</u>	<u>N/A</u>	<u>\$8,000.00</u>
967808	<u>GPS/Datalogger</u>	<u>Trimble</u>	<u>PRO XR</u>	<u>\$11,000.00</u>
967840	<u>TVA</u>	<u>The Foxboro Company</u>	<u>TVA1000B</u>	<u>\$9,888.00</u>
967847	<u>GA-90 Gas Analyzer</u>	<u>Landtec</u>	<u>GA-90</u>	<u>\$5,600.00</u>
967865	<u>EXPLORANIUM</u>	<u>EXPLORANIUM</u>	<u>GR-130</u>	<u>\$2,500.00</u>
967867	<u>JEROME MERCURY ANALYZER</u>	<u>ARIZONA INSTRUMENT</u>	<u>431-X</u>	<u>\$5,000.00</u>
967883	<u>APD 2000</u>	<u>ENVIRONMENTAL TECHNOLOGIES</u>	<u>2428800</u>	<u>\$7,655.00</u>
967897	<u>7200 CE RAPID</u>	<u>RAPID Systems</u>	<u>AF099</u>	<u>\$48,400.00</u>
9804	<u>pH Meter</u>	<u>HACH COMPANY</u>	<u>N/A</u>	<u>\$1,000.00</u>
9805	<u>Conductivity Meter</u>	<u>Hach Company</u>	<u>N/A</u>	<u>\$1,295.00</u>

9807	Spectrophotometer	HACH COMPANY	N/A	\$1,000.00
B2826	Dry Cell Calibrator	BIOS	DC-1	\$700.00
C149D	Pancake Probe	BICRON	PGM	\$235.00
C451C	Gamma Probe	BICRON	G1	\$235.00
C904B	Survey M Meter	BICRON	N/A	\$540.00
CDS-1	DRAEGER CDS KIT	DRAEGER	6400565S	\$2,995.00

**1.B Inventory of Equipment needed to meet National Requirements for Preparedness (San Francisco, CA)**

Decal No.	Item Description	Model/Manufacturer	Quantity	Cost per unit	Total Cost
<u>ER RESPONSE/RESPONDER HEALTH AND SAFETY</u>					
TBD	Level A suits	Responder CSM/Kappler	17	\$1,200	\$20,400
TBD	Level A suit pressure tester	Kappler	1	\$835	\$835
TBD	PAPR	Scott	17	\$818	\$13,906
TBD	60 min SCBA w/o bottle		17	\$4,300	\$73,100
TBD	60 min SCBA bottle		49	\$1,700	\$83,300
TBD	Oil less compressor		1	\$25,000	\$25,000
TBD	Cascade system		1	\$5,000	\$5,000
TBD	Porta count w/appropriate adapters		1	\$10,000	\$10,000
TBD	First aid for exposure	Mark 1 Kit	45	\$15	\$675
<u>ER HAZARDOUS MATERIALS</u>					
TBD	Multi-gas monitor w/calibration kit	Multi Warn II/Draeger	4	\$4,750	\$19,000
TBD	Particulate monitors	MIE Data Ram/MIE	3	\$10,000	\$30,000
TBD	Photo-ionization detector	Mini Rae plus w/PID/RAE systems	2	\$4,322	\$8,644
TBD	Flame-ionization detector	TVA 1000/Foxboro	3	\$10,300	\$30,900
TBD	Flame-ionization detector	Century/Foxboro	1	\$10,300	\$10,300
TBD	Colormetric tubes	Assorted tubes/Draeger	1	\$3,000	\$3,000
TBD	Colormetric tubes	Quantl meter pump/Draeger	1	\$1,212	\$1,212
TBD	Colormetric chips	Draeger CMS/Draeger	3	\$3,055	\$9,165
TBD	SPM Single point monitor w/ data recorder	Zwellweger	1	\$15,000	\$15,000

<u>ER CHEMICAL AGENT</u>					
TBD	Chemical agent detectors	Civil Defense kit 1/Draeger	1	\$3,000	\$3,000
TBD	Chemical agent detectors	Draeger Civil Defense I/Draeger	7	\$175	\$1,225
TBD	Chemical agent detectors	Draeger Civil Defense V/Draeger	7	\$175	\$1,225
TBD	Chemical agent detectors	AP2C intrinsically safe/Centech Group	2	\$19,978	\$39,956
TBD	Chemical agent detectors	APD 2000/Environmental Technologies	2	\$10,000	\$20,000
TBD	Chemical agent detectors	M256 kits/Anachemia Canada, Inc.	1	\$140	\$140
TBD	Chemical agent detectors	M8 paper/Centech Group	1	\$7	\$7
TBD	Chemical agent detectors	M8 paper/Centech Group	1	\$26	\$26
TBD	Constant temperature storage device		1	\$1,000	\$1,000
<u>ER BIO-RESPONSE</u>					
TBD	Biological ID kits	Bot Tox BTA strips/Alexeter	1	\$375	\$375
TBD	Biological ID kits	Ricin BTA strips/Alexeter	1	\$375	\$375
TBD	Biological ID kits	Anthrax BTA strips/Alexeter	1	\$550	\$550
TBD	Biological ID kits	BTA strips reader/Alexeter	1	\$2,500	\$2,500
TBD	Biological ID kits	Joint Program Office hand held assay	31	\$50	\$1,550
<u>ER RAD-RESPONSE</u>					
TBD	Radiation monitoring health & safety	PDR-1 Dosimeter Reader and Windows software/SAIC	1	\$3,995	\$3,995
<u>SPECIALIZED COUNTER TERRORISM</u>					
TBD	Mercury vapor analyzer	Jerome 411/431	1	\$7,500	\$7,500
TBD	Mercury vapor analyzer	Lumex RA-915/Ohio Lumex	1	\$20,000	\$20,000
TBD	GC/MS capabilities	Hapsite (needs trained operator)/Inficon	1	\$120,000	\$120,000
TBD	Field IR		1	\$50,000	\$50,000
TBD	Rapid PCR		1	\$50,000	\$50,000

TBD	pH water quality meters	YSI 556	1	\$3,010	\$3,010
TBD	Thermal imaging camera	Navigator/International Safety	1	\$10,000	\$10,000
TBD	Thermal imaging videotape	Lifesight-basic/Fire Research Corp.	1	\$500	\$500
<u>FIELD COMMUNICATIONS</u>					
TBD	Secure facsimile	Rioch secure fax machine	1	\$0	\$0
TBD	Secure telephone	STU III	1	\$0	\$0
<u>TRANSPORTATION</u>					
TBD	4x4 response vehicle		1	\$40,000	\$40,000
TBD	Trailer		1	\$15,000	\$15,000

Los Angeles Metropolitan Area, California

2.B Emergency Response Equipment Warehouse Inventory

Decal No.	Item Description	Manufacturer's Name	Model	Cost
190	DRAEGER CMS ANALYZER	DRAEGER	6405200	\$1,250.00
206	DRAEGER CMS ANALYZER	DRAEGER	6405200	\$1,250.00
335	PAC III	DRAEGER	4530011	\$1,013.00
92998	Auger Kit	AMS	N/A	\$1,376.00
10006	BIOS AIR PUMP	BIOS	MET-PB	\$400.00
10008	BIOS AIR PUMP	BIOS	MET-PB	\$400.00
10009	BIOS AIR PUMP	BIOS	MET-PB	\$400.00
10010	BIOS AIR PUMP	BIOS	MET-PB	\$400.00
10012	BIOS AIR PUMP	BIOS	MET-PB	\$400.00
100903	HAZCAT Kit	Haztech Systems, Inc.	N/A	\$2,385.00
100904	HAZCAT Kit	Haztech Systems, Inc.	N/A	\$2,385.00
1211	MULTIWARN II	DRAEGER	8314070	\$1,899.00
121664	Digital Video Camera	Sony	DCR-TRV9	\$2,199.00
1528	Laser Range Finder	CRITERION	N/A	\$8,000.00
157002	PORTABLE SCALER RATEMETER	LUDLUM MEASUREMENTS	2221	\$1,475.00
158976	BETA PROBE	LUDLUM MEASUREMENTS	44-116	\$770.00
163974	ALPHA PROBE	LUDLUM MEASUREMENTS	43-90	\$675.00
164007	GAMMA PROBE	LUDLUM MEASUREMENTS	34	\$810.00

1882	Bios Air Pump	BIOS	6000D	\$377.00
1885	BIOS Air Pump	BIOS	6000D	\$377.00
1887	BIOS Air Pump	BIOS	6000D	\$377.00
1889	BIOS Air Pump	BIOS	6000D	\$377.00
1892	BIOS Air Pump	BIOS	6000D	\$377.00
2835	Personal Data/RAM	MIE	N/A	\$1,200.00
2837	Personal Data/RAM	MIE	N/A	\$1,200.00
2839	Personal Data/RAM	MIE	N/A	\$1,200.00
28738	pH Meter	COLE PARMER	59002	\$350.00
28740	pH Meter	COLE PARMER	59002	\$350.00
313618	CABINET, FLAMMABLE LIQUID	SAFETY EQ.	N/A	\$380.00
313676	EXPLOSIMETER/O2 METER	MINE SAFETY APPLIANCES CO.	260	\$934.00
3859	PERSONAL DATARAM	MIE	N/A	\$1,200.00
411977	Digital Camera	SONY	MVC-FD7	\$700.00
47ML	Geo Explorer	Trimble Navigation	GeoExplorer	\$3,000.00
5800	OVM 580B	TEI	580B	\$3,000.00
608866	EXTINGUISHER, FIRE	AMEREX	N/A	\$65.00
608867	EXTINGUISHER, FIRE	AMEREX	N/A	\$65.00
646051	RADIATION MONITOR	EBERLINE	MONITOR 1	\$239.00
647796	MICRO-R-METER	LUDLUM MEASUREMENTS	MODEL #19	\$818.00
647798	PASSPORT-PERSONAL ALARM	MSA	3210L	\$2,140.00
647802	TOXIC VAPOR ANALYZER	FOXBORO INSTRUMENTS	TVA1000A	\$5,817.00
647807	DOCKING MODULE-MSA	MSA	N/A	\$350.00
660308	TRICODER	WORTHINGTON	260	\$902.00
660403	CALIBRATION KIT-TVA	EIRTECH	N/A	\$695.00
696585	SAMPLING PUMP, HI VOL	GMW	BM2000H	\$1,569.00
696586	SAMPLING PUMP, HI VOL	GMW	BM2000H	\$1,569.00
696587	SAMPLING PUMP, HI VOL	GMW	BM2000H	\$1,569.00
696592	CALIBRATION KIT, HI VOL	GMW	BMW-28	\$454.00
696597	SAMPLING HEAD, HI VOL	GMW	PM10	\$1,738.00
696968	PYROMETER, INFRARED	OMEGA ENGINEERING	05-900F	\$850.00
697063	GAS DETECTOR, HCN MONITOX	BAYER DIAGNOSTIC	COMPUR 4100	\$1,029.00
697064	GAS DETECTOR, H2S MONITOX	MDA SCIENTIFIC	MSTOX 8600D	\$799.00
697067	METEOROLOGICAL STATION, PORT.	CAMPBELL	PMS	\$9,720.00
697086	PID ANALYZER, OVM	TEI	580B	\$4,410.00
697088	BINOCULARS	CELESTRON	7X50	\$213.00
697089	SAMPLER, BOMB	WHEATON	ST. STEEL	\$475.00
724092	MICROCOMPUTER, COMPAQ LTE		2690	\$4,118.00
896580	TRANSIT, POCKET	BRUNTON	F2060	\$140.00

903472	CYLINDER, SCBA ULTRALITE	MSA	P/N 473579	\$315.00
903476	OIL/WATER INTERFACE PROBE	KECK INSTRUMENTS	KIR-89	\$1,082.00
903483	CALIBRATOR, AIR PUMP	BIOS INTERNATIONAL	DC-1B	\$1,281.00
903484	RADIO, PORTABLE	MOTOROLA	H43YBN7139CN	\$1,718.00
903485	RADIO, PORTABLE	MOTOROLA	H43YBN7139CN	\$1,718.00
903486	RADIO, PORTABLE	MOTOROLA	H43YBN7139CN	\$1,718.00
903487	RADIO, PORTABLE	MOTOROLA	H43YBN7139CN	\$1,718.00
903488	SAMPLE PUMP, AUTOMATIC	DRAEGER	ACCURO 2000	\$858.00
903491	GAS DETECTOR, PASSPORT	MSA	3210L-A-P	\$2,863.00
967814	Field Portable XRF	TN Technologies	Spectrace 90	\$55,000.00
967839	TVA	The Foxboro Company	TVA1000B	\$9,888.00

967846	EXPLORANIUM	EXPLORANIUM G.S. LIMITED	GR-130	\$2,500.00
967868	JEROME MERCURY ANALYZER	ARIZONA INSTRUMENT	ERR	\$5,000.00
967882	APD 2000	ENVIRONMENTAL TECHNOLOGIES	2428780	\$7,655.00
B1084	Dry Cell Calibrator	BIOS	DC-1	\$700.00
C133	Compass Module for Laser RF	CRITERION	Impulse 2000	\$0
C148D	Pancake Probe	BICRON	PGM	\$235.00
C394C	Survey M Meter	BICRON	N/A	\$540.00
C459C	Gamma Probe	BICRON	G1	\$235.00
CDS-2	DRAEGER CDS KIT	DRAEGER	6400565S	\$2,995.00
MC0330	Weather Monitor II	DAVIS	7440	\$445.00

**2.B Inventory of Equipment needed to meet National Requirements for Preparedness (Los Angeles Metropolitan Area, CA)**

Decal No.	Item Description	Model/Manufacturer	Quantity	Cost per unit	Total Cost
<b><u>ER RESPONSE/RESPONDER HEALTH AND SAFETY</u></b>					
TBD	Level A suits	Responder CSM/Kappler	3	\$1,200	\$3,600
TBD	PAPR	Scott	3	\$818	\$2,454
TBD	60 min SCBA w/o bottle		3	\$4,300	\$12,900
TBD	60 min SCBA bottle		9	\$1,700	\$15,300
TBD	First aid for exposure	Mark 1 Kit	7	\$15	\$105
<b><u>ER HAZARDOUS MATERIALS</u></b>					
TBD	Multi-gas monitor w/ calibration kit	Multi Warn II/Draeger	2	\$4,750	\$9,500
TBD	Particulate monitors	MIE Data Ram/MIE	2	\$10,000	\$20,000
TBD	Photo-ionization detector	Mini Rae Plus	1	\$4,322	\$4,322

		w/PID/RAE Systems			
TBD	Flame-ionization dectector	TVA 100/Foxboro	1	\$10,300	\$10,300
TBD	Colormetric tubes	Assorted tubes/Draeger	1	\$3,000	\$3,000
TBD	Colormetric tubes	Quantl meter pump/Draeger	1	\$1,212	\$1,212
TBD	Colormetric chips	Draeger CMS/Draeger	2	\$3,055	\$6,110
TBD	SPM Single point monitor w/ data recorder	Zwellweger	1	\$15,000	\$15,000

ER CHEMICAL AGENT

TBD	Chemical agent detectors	Civil defense kit 1/Drager	1	\$3,000	\$3,000
TBD	Chemical agent detectors	Draeger civil defense I/Draeger	3	\$175	\$525
TBD	Chemical agent detectors	Draeger civil defense V/Draeger	3	\$175	\$525
TBD	Chemical agent detectors	AP2C intrinsically safe/Centech group	1	\$19,978	\$19,978
TBD	Chemical agent detectors	AP2C intrinsically safe/Environmental Technologies	1	\$10,000	\$10,000
TBD	Chemical agent detectors	M8 paper/Centech group	1	\$7	\$7
TBD	Chemical agent detectors	M8 paper/Centech group	1	\$26	\$26

ER BIO-RESPONSE

TBD	Biological ID kits	Bot Tox BTA strips/Alexeter	1	\$375	\$375
TBD	Biological ID kits	Ricin BTA strips/Alexeter	1	\$375	\$375
TBD	Biological ID kits	Anthrax BTA strips/Alexeter	1	\$550	\$550
TBD	Biological ID kits	Joint Program Office hand held assay	5	\$50	\$250

SPECIALIZED COUNTER TERRORISM

TBD	Mercury vapor analyzer	Jerome 411/431	1	\$7,500	\$7,500
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FIELD COMMUNICATIONS



TBD	Secure telephone	STU III	1	\$0	\$0
<u>TRANSPORTATION</u>					
TBD	4x4 response vehicle		1	\$40,000	\$40,000

## OTHER VEHICLES

Description	VIN	Location
2003 Beige Tahoe	1GNEK13V03J268291	San Francisco, CA
2007 Nvay Blue Tahoe	1GNFK13017J359861	San Francisco, CA
2005 Cargo Van	1GCGG25V751212356	San Francisco, CA
2008 Winnebago WFF33S	1F6NF5304060A15807	Signal Hill, CA
2002 Blue Trail Blazer	1GNDT13W22K205333	San Francisco, CA
2004 Blue Ford Expedition	1FMPU16L24LBC1372	Signal Hill, CA

ATTACHMENT 3

AGENCY PERSONNEL VERIFICATION PROCEDURES FOR CONTRACTOR PERSONNEL

## Attachment 3

Agency Personal Verification Procedures for Contractor Personnel  
October 2006

**Background:** Homeland Security Presidential Directive 12 (HSPD-12), signed on August 27, 2004, requires a Government-wide, common identification standard for all Federal and contractor employees requiring physical access to Federally controlled facilities and/or logical access to Federally controlled information systems. The goals of HSPD-12 are to enhance safety and security, increase Government efficiency, reduce identity fraud, and protect personal privacy.

HSPD-12 requires that the common identification be: (a) issued based on sound criteria for verifying an individual employee's identity; (b) strongly resistant to identity fraud, tampering, counterfeiting, and terrorist exploitation; (c) rapidly authenticated electronically; and (d) issued by providers whose reliability has been established by an official accreditation process.

HSPD-12 and its common identification standard require personal identity verification (PIV), background investigations, and suitability determinations for all affected contractor and subcontractor personnel. In accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel, contractors and subcontractors must comply with EPA's master plan for implementing HSPD-12.

**a) Contractor Requirements for Personal Identity Verification of Contractor Personnel (including subcontractors)**

Contractor Employees Requiring Access to EPA facilities or EPA Information Systems for at Least 24 Hours a Week for at Least 6 Months: All individual contractor employees whose work under the contract requires on-site access to an EPA controlled facility or logical access to an EPA information system for at least 24 hours a week for at least 6 months a year, will be required to undergo a background investigation in order to receive an EPA Personnel Access and Security System (EPASS) badge.

To begin the PIV process, the contractor should submit to the Contracting Officer Representative (COR) within ten (10) days of contract award or contract modification with this Attachment to Work Statement "Agency Personal Verification Procedures for Contractor Personnel," the following information in electronic format via secure means using the HSPD-12 Contractor Template found at <http://epa.gov/oam/>. The template was developed to assist in the transmission of the required contractor employee information in a uniform format. The template also contains drop down menus when entering data in various data cells. Specifically, the 8 data elements, Employee Type, Program Office, Work City and State, Birth State, Birth Country, Citizenship, Previous Investigation and Investigative Agency, contain drop down menus.

Contract number

Contract expiration date;

Name, address, and phone number of the Contractor Program Manager point of contact;

Name, date of birth, place of birth (city, state, country), and

Social Security Number for all contractor employees identified above.

(NOTE: This information must be protected at all times, including during transmission, according to the requirements of the Privacy Act of 1974; see <http://www.epa.gov/privacy/>);

Employee Type, Position, Email address, Program Office, Work City and State,

An indication of which contractor employees are foreign nationals;

Name of each contractor employee claiming to have a previous, favorably adjudicated Federal background investigation on record, and the name of the Federal Agency that required the investigation, and the completion date

The contract-level COR will upload this information to the Office of Administrative Services Information System (OASIS) personnel security database.

After submission of the preliminary information, the contractor will be notified by the contract-level COR or PSB when to begin providing all information on Standard Form (SF) 85P, Questionnaire for Public Trust Positions, and submit the form electronically to PSB via the Office of Personnel Management's (OPM's) Electronic Questionnaires for Investigations Processing (e-QIP) system. Instructions for using e-QIP, filling out, and submitting the SF 85P on-line, can be found at

<http://www.opm.gov/e-qip/reference.asp>.

As part of the investigative and EPASS badging processes, contractor employees must be fingerprinted, photographed and provide two forms of identification, at a time and location specified by the COR. These fingerprints will be sent to the Federal Bureau of Investigation (FBI) for processing.

Contractor employees with a favorably adjudicated Federal background investigation at the National Agency Check and Inquiries (NACI) level or above, completed within the past 5 years and verified by EPA, do not require an additional investigation unless one is requested by the Contracting Officer (CO) or Contract-level Contracting Officer Representative (COR). These employees must still be fingerprinted at a time and location specified by the COR.

In order to prevent any interruption of contractor services pending the completion of the OPM background investigation, the Office of Administrative Services (OAS) Security Management Division (SMD) has procedures in place to issue temporary or provisional badges.

When reporting in person, as directed by the contract-level COR, contractor employees must provide two forms of original identity source documents from the lists on Form I-9, OMB No.1615-0047, Employment Eligibility Verification (available at (<http://www.formi9/i-9.pdf>)). At least one document shall be a valid State or Federal Government-issued picture identification.

**Contractor Employees Requiring EPA Access for Less than 24 Hours a Week for 6 Months:** These contractor employees may be subject to the above requirements, and may have limited and controlled access to facilities and information systems.

**Foreign National Contractor Employees:** To be eligible to work on-site at an EPA controlled facility or to access EPA information systems, a foreign national contractor employee must have been admitted to the U.S. on an Immigrant Visa or a Non-Immigrant Work Authorization Visa. Foreign nationals requiring access to an EPA controlled facility or EPA information system for at least 24 hours a week for at least 6 months a year must meet the above requirements for an EPASS badge, and in addition:

In the "Continuation Space" on the SF 85P, provide the visa number, issuance location, and issuance date for the visa used for entry to the U.S;

When presenting two identification source documents, as described above, provide at least one from List A on Form 1-9.

When determining a foreign national contractor employee's eligibility for an EPASS badge, EPA will consider the type of visa presented (immigrant vs. non-immigrant) and the reciprocity agreement between the U.S. and the individual's country of origin. These considerations are in addition to the "red flag" issues listed below.

**Screening of the SF 85P:** Information contained on the SF 85P may demonstrate that a contractor employee is not suitable to be given access to EPA facilities or information systems. PSB will screen information entered on the SF 85P prior to OPM initiating the background investigation. For individuals with admitted, derogatory information, issuance of an EPASS badge may be delayed pending further EPA review. Contractors are responsible for providing qualified personnel in accordance with requirements stated elsewhere in this contract. Contractors will only be notified by the COR if any contractor employee is found unsuitable to perform as a result of a background investigation, and must be immediately replaced by the contractor. The following are possible "red flags":

Employment - Having been fired from a previous job, or having left under unfavorable circumstances within the past 7 years (Question 12 on the SF 85P);

Selective Service - Failure to register with the Selective Service System; this applies to male applicants born after December 31, 1959 (Question 17 on the SF 85P);

Police Records - Within the past 7 years, any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law (Question 20 on the SF 85P);

Illegal Drugs - Illegal use within the previous year, or drug manufacture or other involvement for profit within the past 7 years (Question 21 on the SF 85P).

**b) Returning Badges**

The contractor is responsible for ensuring that all badges are returned to the COR at the conclusion of the contract or when contractor on-site services are no longer required, or when an individual contractor employee leaves.

**c) Subcontracts**

These requirements must be incorporated into all subcontracts wherein employees' work under the subcontract requires physical access to an EPA controlled facility or logical access to an EPA information system for 6 months or longer.

**d) Appeals**

Contractors have the right to appeal, in writing to the COR, a determination to deny or revoke a badge. If the COR believes an appeal is justified, he/she will forward it to:

U.S. Environmental Protection Agency  
Personnel Security Branch (Mail Code 3206M)  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460

Personnel Security Branch decisions on behalf of the Agency will be final and not subject to further appeal.

**e) Definitions**

"EPA Information System" means an information system [44 U.S.C. 3502(8)] used or operated by EPA, or a contractor of EPA or other organization on behalf of the Agency.

"EPA Controlled Facilities" means:

EPA or Federally-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, all or any portion of which are under the jurisdiction, custody or control of the Agency;

EPA or Federally controlled commercial space shared with non-government tenants. For example, if a department or agency leased the 10th floor of a commercial building, the Directive applies to the 10th floor only;

Government-owned contractor-operated facilities, including laboratories;

The term does not apply to educational institutions that conduct activities on behalf of departments or the agency or at which Federal Employees are hosted unless specifically designated as such by the sponsoring department or agency.

"Foreign National" means an individual who is not a United States citizen.

ATTACHMENT 4

WAGE DETERMINATION - SAN FRANCISCO

WD 05-2060 (Rev.-7) was first posted on www.wdol.gov on 06/03/2008

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\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Shirley F. Ebbesen                      Division of  
Director                      Wage Determinations

Wage Determination No.: 2005-2060  
Revision No.: 7  
Date Of Revision: 05/29/2008

State: California

Area: California Counties of Marin, San Francisco, San Mateo

OCCUPATION NOTE:

Janitor: The rate for the Janitor occupation applies to Marin and San Mateo Counties Only. See Wage Determination 1974-1257 for wage rates and fringe benefits for San Francisco County.

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	16.51
01012 - Accounting Clerk II	18.53
01013 - Accounting Clerk III	20.73
01020 - Administrative Assistant	30.87
01040 - Court Reporter	23.08
01051 - Data Entry Operator I	15.38
01052 - Data Entry Operator II	16.78
01060 - Dispatcher, Motor Vehicle	27.69
01070 - Document Preparation Clerk	15.51
01090 - Duplicating Machine Operator	15.51
01111 - General Clerk I	15.87
01112 - General Clerk II	17.31
01113 - General Clerk III	19.60
01120 - Housing Referral Assistant	27.33
01141 - Messenger Courier	14.20
01191 - Order Clerk I	15.60
01192 - Order Clerk II	17.02
01261 - Personnel Assistant (Employment) I	18.18
01262 - Personnel Assistant (Employment) II	20.40
01263 - Personnel Assistant (Employment) III	22.74
01270 - Production Control Clerk	26.31
01280 - Receptionist	17.21
01290 - Rental Clerk	19.43
01300 - Scheduler, Maintenance	21.86



01311 - Secretary I	21.86
01312 - Secretary II	24.46
01313 - Secretary III	27.33
01320 - Service Order Dispatcher	27.23
01410 - Supply Technician	30.87
01420 - Survey Worker	19.75
01531 - Travel Clerk I	15.41
01532 - Travel Clerk II	17.34
01533 - Travel Clerk III	19.53
01611 - Word Processor I	19.77
01612 - Word Processor II	22.19
01613 - Word Processor III	24.83
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.88
05010 - Automotive Electrician	24.75
05040 - Automotive Glass Installer	21.60
05070 - Automotive Worker	24.75
05110 - Mobile Equipment Servicer	21.54
05130 - Motor Equipment Metal Mechanic	25.85
05160 - Motor Equipment Metal Worker	23.66
05190 - Motor Vehicle Mechanic	25.64
05220 - Motor Vehicle Mechanic Helper	20.21
05250 - Motor Vehicle Upholstery Worker	22.61
05280 - Motor Vehicle Wrecker	23.66
05310 - Painter, Automotive	24.75
05340 - Radiator Repair Specialist	23.66
05370 - Tire Repairer	17.44
05400 - Transmission Repair Specialist	25.85
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.24
07041 - Cook I	13.60
07042 - Cook II	18.24
07070 - Dishwasher	12.45
07130 - Food Service Worker	12.45
07210 - Meat Cutter	18.24
07260 - Waiter/Waitress	13.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.82
09040 - Furniture Handler	15.17
09080 - Furniture Refinisher	21.82
09090 - Furniture Refinisher Helper	17.82
09110 - Furniture Repairer, Minor	19.37
09130 - Upholsterer	21.82
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.45
11060 - Elevator Operator	12.62
11090 - Gardener	23.78
11122 - Housekeeping Aide	14.40
11150 - Janitor	14.89
11210 - Laborer, Grounds Maintenance	18.29
11240 - Maid or Houseman	12.80
11260 - Pruner	17.19
11270 - Tractor Operator	21.58
11330 - Trail Maintenance Worker	18.29
11360 - Window Cleaner	16.07

12000 - Health Occupations	
12010 - Ambulance Driver	20.70
12011 - Breath Alcohol Technician	20.70
12012 - Certified Occupational Therapist Assistant	23.44
12015 - Certified Physical Therapist Assistant	27.48
12020 - Dental Assistant	19.12
12025 - Dental Hygienist	41.67
12030 - EKG Technician	27.59
12035 - Electroneurodiagnostic Technologist	27.59
12040 - Emergency Medical Technician	20.70
12071 - Licensed Practical Nurse I	19.13
12072 - Licensed Practical Nurse II	21.45
12073 - Licensed Practical Nurse III	24.00
12100 - Medical Assistant	18.25
12130 - Medical Laboratory Technician	19.90
12160 - Medical Record Clerk	18.55
12190 - Medical Record Technician	20.70
12195 - Medical Transcriptionist	20.00
12210 - Nuclear Medicine Technologist	40.96
12221 - Nursing Assistant I	12.93
12222 - Nursing Assistant II	14.53
12223 - Nursing Assistant III	15.85
12224 - Nursing Assistant IV	17.79
12235 - Optical Dispenser	18.40
12236 - Optical Technician	15.63
12250 - Pharmacy Technician	21.69
12280 - Phlebotomist	17.79
12305 - Radiologic Technologist	34.09
12311 - Registered Nurse I	39.74
12312 - Registered Nurse II	48.61
12313 - Registered Nurse II, Specialist	48.61
12314 - Registered Nurse III	58.53
12315 - Registered Nurse III, Anesthetist	58.53
12316 - Registered Nurse IV	70.09
12317 - Scheduler (Drug and Alcohol Testing)	31.03
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.32
13012 - Exhibits Specialist II	28.89
13013 - Exhibits Specialist III	35.33
13041 - Illustrator I	22.70
13042 - Illustrator II	28.12
13043 - Illustrator III	34.39
13047 - Librarian	35.64
13050 - Library Aide/Clerk	20.80
13054 - Library Information Technology Systems Administrator	28.12
13058 - Library Technician	24.15
13061 - Media Specialist I	19.73
13062 - Media Specialist II	22.08
13063 - Media Specialist III	24.63
13071 - Photographer I	20.39
13072 - Photographer II	22.81
13073 - Photographer III	28.23
13074 - Photographer IV	34.56
13075 - Photographer V	41.81
13110 - Video Teleconference Technician	20.70

14000 - Information Technology Occupations	
14041 - Computer Operator I	19.57
14042 - Computer Operator II	21.89
14043 - Computer Operator III	24.40
14044 - Computer Operator IV	27.12
14045 - Computer Operator V	27.62
14071 - Computer Programmer I (1)	24.08
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	19.57
14160 - Personal Computer Support Technician	27.12
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.97
15020 - Aircrew Training Devices Instructor (Rated)	44.74
15030 - Air Crew Training Devices Instructor (Pilot)	50.09
15050 - Computer Based Training Specialist / Instructor	36.97
15060 - Educational Technologist	27.72
15070 - Flight Instructor (Pilot)	50.09
15080 - Graphic Artist	28.27
15090 - Technical Instructor	23.75
15095 - Technical Instructor/Course Developer	31.25
15110 - Test Proctor	21.64
15120 - Tutor	21.64
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.71
16030 - Counter Attendant	10.71
16040 - Dry Cleaner	14.57
16070 - Finisher, Flatwork, Machine	10.71
16090 - Presser, Hand	10.71
16110 - Presser, Machine, Drycleaning	10.71
16130 - Presser, Machine, Shirts	10.71
16160 - Presser, Machine, Wearing Apparel, Laundry	10.71
16190 - Sewing Machine Operator	15.86
16220 - Tailor	17.13
16250 - Washer, Machine	12.01
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.25
19040 - Tool And Die Maker	26.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.78
21030 - Material Coordinator	25.66
21040 - Material Expediter	25.66
21050 - Material Handling Laborer	16.69
21071 - Order Filler	15.31
21080 - Production Line Worker (Food Processing)	17.78
21110 - Shipping Packer	17.79
21130 - Shipping/Receiving Clerk	17.79
21140 - Store Worker I	13.65
21150 - Stock Clerk	18.78
21210 - Tools And Parts Attendant	17.78
21410 - Warehouse Specialist	17.78

23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.00
23021 - Aircraft Mechanic I	26.64
23022 - Aircraft Mechanic II	28.00
23023 - Aircraft Mechanic III	29.18
23040 - Aircraft Mechanic Helper	19.46
23050 - Aircraft, Painter	23.66
23060 - Aircraft Servicer	22.52
23080 - Aircraft Worker	23.90
23110 - Appliance Mechanic	22.85
23120 - Bicycle Repairer	18.57
23125 - Cable Splicer	26.64
23130 - Carpenter, Maintenance	26.08
23140 - Carpet Layer	25.09
23160 - Electrician, Maintenance	33.84
23181 - Electronics Technician Maintenance I	26.25
23182 - Electronics Technician Maintenance II	27.74
23183 - Electronics Technician Maintenance III	29.25
23260 - Fabric Worker	22.25
23290 - Fire Alarm System Mechanic	26.76
23310 - Fire Extinguisher Repairer	21.06
23311 - Fuel Distribution System Mechanic	30.15
23312 - Fuel Distribution System Operator	23.74
23370 - General Maintenance Worker	21.74
23380 - Ground Support Equipment Mechanic	26.64
23381 - Ground Support Equipment Servicer	22.52
23382 - Ground Support Equipment Worker	23.90
23391 - Gunsmith I	20.92
23392 - Gunsmith II	23.77
23393 - Gunsmith III	26.50
23410 - Heating, Ventilation And Air-Conditioning Mechanic	24.18
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.41
23430 - Heavy Equipment Mechanic	27.79
23440 - Heavy Equipment Operator	30.35
23460 - Instrument Mechanic	29.30
23465 - Laboratory/Shelter Mechanic	25.14
23470 - Laborer	16.00
23510 - Locksmith	21.82
23530 - Machinery Maintenance Mechanic	25.71
23550 - Machinist, Maintenance	27.28
23580 - Maintenance Trades Helper	16.99
23591 - Metrology Technician I	29.30
23592 - Metrology Technician II	30.79
23593 - Metrology Technician III	32.10
23640 - Millwright	29.44
23710 - Office Appliance Repairer	23.08
23760 - Painter, Maintenance	22.95
23790 - Pipefitter, Maintenance	30.92
23810 - Plumber, Maintenance	30.58
23820 - Pneudraulic Systems Mechanic	26.64
23850 - Rigger	23.00
23870 - Scale Mechanic	23.90
23890 - Sheet-Metal Worker, Maintenance	27.86
23910 - Small Engine Mechanic	21.21

23931 - Telecommunications Mechanic I	27.61
23932 - Telecommunications Mechanic II	29.02
23950 - Telephone Lineman	23.11
23960 - Welder, Combination, Maintenance	23.00
23965 - Well Driller	24.09
23970 - Woodcraft Worker	26.64
23980 - Woodworker	18.27
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.84
24580 - Child Care Center Clerk	16.95
24610 - Chore Aide	11.40
24620 - Family Readiness And Support Services Coordinator	16.68
24630 - Homemaker	15.29
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	36.51
25040 - Sewage Plant Operator	30.20
25070 - Stationary Engineer	36.51
25190 - Ventilation Equipment Tender	26.66
25210 - Water Treatment Plant Operator	30.20
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.71
27007 - Baggage Inspector	13.29
27008 - Corrections Officer	31.73
27010 - Court Security Officer	35.30
27030 - Detection Dog Handler	23.47
27040 - Detention Officer	32.37
27070 - Firefighter	31.83
27101 - Guard I	13.29
27102 - Guard II	23.47
27131 - Police Officer I	38.76
27132 - Police Officer II	43.08
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.59
28042 - Carnival Equipment Repairer	16.60
28043 - Carnival Equipment Worker	12.45
28210 - Gate Attendant/Gate Tender	14.91
28310 - Lifeguard	12.37
28350 - Park Attendant (Aide)	16.68
28510 - Recreation Aide/Health Facility Attendant	12.85
28515 - Recreation Specialist	17.37
28630 - Sports Official	13.28
28690 - Swimming Pool Operator	22.07
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.23
29020 - Hatch Tender	25.23
29030 - Line Handler	25.23
29041 - Stevedore I	23.78
29042 - Stevedore II	26.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	39.76
30011 - Air Traffic Control Specialist, Station (HFO) (2)	27.42
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	30.20
30021 - Archeological Technician I	21.50
30022 - Archeological Technician II	24.83
30023 - Archeological Technician III	32.40

30030 - Cartographic Technician	32.40
30040 - Civil Engineering Technician	27.49
30061 - Drafter/CAD Operator I	23.38
30062 - Drafter/CAD Operator II	26.16
30063 - Drafter/CAD Operator III	29.15
30064 - Drafter/CAD Operator IV	35.88
30081 - Engineering Technician I	17.78
30082 - Engineering Technician II	19.96
30083 - Engineering Technician III	22.33
30084 - Engineering Technician IV	27.66
30085 - Engineering Technician V	33.83
30086 - Engineering Technician VI	40.94
30090 - Environmental Technician	25.66
30210 - Laboratory Technician	23.27
30240 - Mathematical Technician	32.17
30361 - Paralegal/Legal Assistant I	22.78
30362 - Paralegal/Legal Assistant II	28.23
30363 - Paralegal/Legal Assistant III	34.53
30364 - Paralegal/Legal Assistant IV	41.78
30390 - Photo-Optics Technician	32.40
30461 - Technical Writer I	26.03
30462 - Technical Writer II	31.72
30463 - Technical Writer III	38.31
30491 - Unexploded Ordnance (UXO) Technician I	25.27
30492 - Unexploded Ordnance (UXO) Technician II	30.58
30493 - Unexploded Ordnance (UXO) Technician III	36.65
30494 - Unexploded (UXO) Safety Escort	25.27
30495 - Unexploded (UXO) Sweep Personnel	25.27
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	26.91
30621 - Weather Observer, Senior (2)	27.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.39
31030 - Bus Driver	20.01
31043 - Driver Courier	16.15
31260 - Parking and Lot Attendant	12.49
31290 - Shuttle Bus Driver	17.48
31310 - Taxi Driver	15.44
31361 - Truckdriver, Light	17.48
31362 - Truckdriver, Medium	19.94
31363 - Truckdriver, Heavy	22.39
31364 - Truckdriver, Tractor-Trailer	22.39
99000 - Miscellaneous Occupations	
99030 - Cashier	13.32
99050 - Desk Clerk	13.67
99095 - Embalmer	23.54
99251 - Laboratory Animal Caretaker I	15.27
99252 - Laboratory Animal Caretaker II	16.53
99310 - Mortician	26.82
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	25.19
99711 - Recycling Specialist	28.66
99730 - Refuse Collector	22.65
99810 - Sales Clerk	14.70
99820 - School Crossing Guard	13.75

99830 - Survey Party Chief	40.48
99831 - Surveying Aide	23.39
99832 - Surveying Technician	27.62
99840 - Vending Machine Attendant	15.59
99841 - Vending Machine Repairer	18.24
99842 - Vending Machine Repairer Helper	15.59

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.24 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 12 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide



collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the

Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT 5

WAGE DETERMINATION - LOS ANGELES

WD 05-2048 (Rev.-8) was first posted on www.wdol.gov on 06/03/2008

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Shirley F. Ebbesen                      Division of  
Director                                  Wage Determinations

Wage Determination No.: 2005-2048  
Revision No.: 8  
Date Of Revision: 05/29/2008

State: California

Area: California Counties of Los Angeles, Orange  
OCCUPATION NOTES:

Heating, Air Conditioning and Refrigeration: Wage rates and fringe benefits can be found on Wage Determinations 1986-0879.

Laundry: Wage rates and fringe benefits can be found on Wage Determination 1977-1297.

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.03
01012 - Accounting Clerk II	15.76
01013 - Accounting Clerk III	17.65
01020 - Administrative Assistant	25.10
01040 - Court Reporter	18.23
01051 - Data Entry Operator I	11.28
01052 - Data Entry Operator II	12.98
01060 - Dispatcher, Motor Vehicle	22.41
01070 - Document Preparation Clerk	13.50
01090 - Duplicating Machine Operator	13.30
01111 - General Clerk I	10.69
01112 - General Clerk II	14.92
01113 - General Clerk III	16.67
01120 - Housing Referral Assistant	21.35
01141 - Messenger Courier	10.62
01191 - Order Clerk I	16.98
01192 - Order Clerk II	18.53
01261 - Personnel Assistant (Employment) I	16.85
01262 - Personnel Assistant (Employment) II	18.85
01263 - Personnel Assistant (Employment) III	22.26
01270 - Production Control Clerk	22.65
01280 - Receptionist	14.51

01290 - Rental Clerk	15.10
01300 - Scheduler, Maintenance	16.84
01311 - Secretary I	16.84
01312 - Secretary II	19.15
01313 - Secretary III	21.90
01320 - Service Order Dispatcher	19.54
01410 - Supply Technician	25.10
01420 - Survey Worker	18.23
01531 - Travel Clerk I	13.69
01532 - Travel Clerk II	14.83
01533 - Travel Clerk III	15.91
01611 - Word Processor I	15.03
01612 - Word Processor II	16.87
01613 - Word Processor III	18.76
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.94
05010 - Automotive Electrician	21.60
05040 - Automotive Glass Installer	20.29
05070 - Automotive Worker	20.29
05110 - Mobile Equipment Servicer	18.66
05130 - Motor Equipment Metal Mechanic	22.94
05160 - Motor Equipment Metal Worker	20.29
05190 - Motor Vehicle Mechanic	22.94
05220 - Motor Vehicle Mechanic Helper	17.90
05250 - Motor Vehicle Upholstery Worker	19.86
05280 - Motor Vehicle Wrecker	20.29
05310 - Painter, Automotive	21.60
05340 - Radiator Repair Specialist	20.29
05370 - Tire Repairer	15.47
05400 - Transmission Repair Specialist	22.94
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.95
07041 - Cook I	12.91
07042 - Cook II	14.31
07070 - Dishwasher	9.25
07130 - Food Service Worker	9.87
07210 - Meat Cutter	15.92
07260 - Waiter/Waitress	8.96
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.59
09040 - Furniture Handler	12.42
09080 - Furniture Refinisher	18.59
09090 - Furniture Refinisher Helper	14.82
09110 - Furniture Repairer, Minor	17.04
09130 - Upholsterer	18.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.12
11060 - Elevator Operator	10.40
11090 - Gardener	16.87
11122 - Housekeeping Aide	10.40
11150 - Janitor	12.06
11210 - Laborer, Grounds Maintenance	12.65
11240 - Maid or Houseman	9.09
11260 - Pruner	13.27
11270 - Tractor Operator	15.05

11330 - Trail Maintenance Worker	12.65
11360 - Window Cleaner	13.66
12000 - Health Occupations	
12010 - Ambulance Driver	17.74
12011 - Breath Alcohol Technician	17.74
12012 - Certified Occupational Therapist Assistant	23.66
12015 - Certified Physical Therapist Assistant	25.71
12020 - Dental Assistant	14.92
12025 - Dental Hygienist	36.45
12030 - EKG Technician	24.07
12035 - Electroneurodiagnostic Technologist	24.07
12040 - Emergency Medical Technician	17.74
12071 - Licensed Practical Nurse I	16.75
12072 - Licensed Practical Nurse II	18.77
12073 - Licensed Practical Nurse III	21.62
12100 - Medical Assistant	14.82
12130 - Medical Laboratory Technician	19.73
12160 - Medical Record Clerk	15.86
12190 - Medical Record Technician	17.74
12195 - Medical Transcriptionist	15.99
12210 - Nuclear Medicine Technologist	34.19
12221 - Nursing Assistant I	9.61
12222 - Nursing Assistant II	10.81
12223 - Nursing Assistant III	11.79
12224 - Nursing Assistant IV	13.24
12235 - Optical Dispenser	15.93
12236 - Optical Technician	15.71
12250 - Pharmacy Technician	16.72
12280 - Phlebotomist	13.24
12305 - Radiologic Technologist	24.54
12311 - Registered Nurse I	29.32
12312 - Registered Nurse II	35.85
12313 - Registered Nurse II, Specialist	35.85
12314 - Registered Nurse III	41.48
12315 - Registered Nurse III, Anesthetist	41.48
12316 - Registered Nurse IV	49.72
12317 - Scheduler (Drug and Alcohol Testing)	20.93
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.90
13012 - Exhibits Specialist II	29.61
13013 - Exhibits Specialist III	36.21
13041 - Illustrator I	25.31
13042 - Illustrator II	31.37
13043 - Illustrator III	38.35
13047 - Librarian	30.36
13050 - Library Aide/Clerk	16.49
13054 - Library Information Technology Systems Administrator	24.92
13058 - Library Technician	19.44
13061 - Media Specialist I	16.83
13062 - Media Specialist II	18.81
13063 - Media Specialist III	20.97
13071 - Photographer I	17.57
13072 - Photographer II	19.86
13073 - Photographer III	26.61
13074 - Photographer IV	33.56

13075 - Photographer V	40.61
13110 - Video Teleconference Technician	16.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.30
14042 - Computer Operator II	18.23
14043 - Computer Operator III	21.74
14044 - Computer Operator IV	24.69
14045 - Computer Operator V	27.33
14071 - Computer Programmer I (1)	22.80
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	16.30
14160 - Personal Computer Support Technician	24.69
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.42
15020 - Aircrew Training Devices Instructor (Rated)	38.51
15030 - Air Crew Training Devices Instructor (Pilot)	46.16
15050 - Computer Based Training Specialist / Instructor	33.42
15060 - Educational Technologist	29.83
15070 - Flight Instructor (Pilot)	46.16
15080 - Graphic Artist	23.42
15090 - Technical Instructor	22.30
15095 - Technical Instructor/Course Developer	27.28
15110 - Test Proctor	18.40
15120 - Tutor	18.40
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.52
19040 - Tool And Die Maker	23.95
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.46
21030 - Material Coordinator	21.43
21040 - Material Expediter	21.43
21050 - Material Handling Laborer	13.02
21071 - Order Filler	13.31
21080 - Production Line Worker (Food Processing)	14.46
21110 - Shipping Packer	14.79
21130 - Shipping/Receiving Clerk	14.79
21140 - Store Worker I	10.87
21150 - Stock Clerk	15.52
21210 - Tools And Parts Attendant	14.46
21410 - Warehouse Specialist	14.46
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.78
23021 - Aircraft Mechanic I	29.10
23022 - Aircraft Mechanic II	30.78
23023 - Aircraft Mechanic III	31.94
23040 - Aircraft Mechanic Helper	20.38
23050 - Aircraft, Painter	24.41
23060 - Aircraft Servicer	23.55
23080 - Aircraft Worker	24.58
23110 - Appliance Mechanic	19.52

23120 - Bicycle Repairer	15.47
23125 - Cable Splicer	27.14
23130 - Carpenter, Maintenance	26.57
23140 - Carpet Layer	19.00
23160 - Electrician, Maintenance	28.35
23181 - Electronics Technician Maintenance I	23.38
23182 - Electronics Technician Maintenance II	24.90
23183 - Electronics Technician Maintenance III	26.53
23260 - Fabric Worker	22.75
23290 - Fire Alarm System Mechanic	20.30
23310 - Fire Extinguisher Repairer	17.18
23311 - Fuel Distribution System Mechanic	23.90
23312 - Fuel Distribution System Operator	18.26
23370 - General Maintenance Worker	22.52
23380 - Ground Support Equipment Mechanic	29.10
23381 - Ground Support Equipment Servicer	23.55
23382 - Ground Support Equipment Worker	24.58
23391 - Gunsmith I	17.18
23392 - Gunsmith II	19.88
23393 - Gunsmith III	22.48
23430 - Heavy Equipment Mechanic	26.97
23440 - Heavy Equipment Operator	29.01
23460 - Instrument Mechanic	25.70
23465 - Laboratory/Shelter Mechanic	21.93
23470 - Laborer	12.49
23510 - Locksmith	18.81
23530 - Machinery Maintenance Mechanic	24.65
23550 - Machinist, Maintenance	23.17
23580 - Maintenance Trades Helper	14.82
23591 - Metrology Technician I	25.70
23592 - Metrology Technician II	27.13
23593 - Metrology Technician III	29.73
23640 - Millwright	25.45
23710 - Office Appliance Repairer	20.86
23760 - Painter, Maintenance	21.05
23790 - Pipefitter, Maintenance	23.40
23810 - Plumber, Maintenance	22.04
23820 - Pneudraulic Systems Mechanic	22.48
23850 - Rigger	25.51
23870 - Scale Mechanic	19.98
23890 - Sheet-Metal Worker, Maintenance	21.17
23910 - Small Engine Mechanic	18.70
23931 - Telecommunications Mechanic I	24.56
23932 - Telecommunications Mechanic II	25.91
23950 - Telephone Lineman	24.18
23960 - Welder, Combination, Maintenance	19.75
23965 - Well Driller	23.18
23970 - Woodcraft Worker	19.75
23980 - Woodworker	16.81
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.05
24580 - Child Care Center Clerk	16.03
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	15.39
24630 - Homemaker	19.21



25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.22
25040 - Sewage Plant Operator	26.21
25070 - Stationary Engineer	26.22
25190 - Ventilation Equipment Tender	18.34
25210 - Water Treatment Plant Operator	26.21
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.77
27007 - Baggage Inspector	12.32
27008 - Corrections Officer	29.07
27010 - Court Security Officer	30.28
27030 - Detection Dog Handler	23.77
27040 - Detention Officer	29.07
27070 - Firefighter	29.97
27101 - Guard I	12.32
27102 - Guard II	23.77
27131 - Police Officer I	33.79
27132 - Police Officer II	37.56
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.60
28042 - Carnival Equipment Repairer	12.49
28043 - Carnival Equipment Worker	8.79
28210 - Gate Attendant/Gate Tender	14.09
28310 - Lifeguard	12.55
28350 - Park Attendant (Aide)	15.76
28510 - Recreation Aide/Health Facility Attendant	11.11
28515 - Recreation Specialist	17.82
28630 - Sports Official	12.55
28690 - Swimming Pool Operator	15.43
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.29
29020 - Hatch Tender	21.29
29030 - Line Handler	21.29
29041 - Stevedore I	20.46
29042 - Stevedore II	21.73
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	37.58
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.91
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	28.54
30021 - Archeological Technician I	20.47
30022 - Archeological Technician II	22.01
30023 - Archeological Technician III	31.33
30030 - Cartographic Technician	31.33
30040 - Civil Engineering Technician	26.42
30061 - Drafter/CAD Operator I	22.60
30062 - Drafter/CAD Operator II	25.28
30063 - Drafter/CAD Operator III	28.18
30064 - Drafter/CAD Operator IV	34.68
30081 - Engineering Technician I	18.14
30082 - Engineering Technician II	20.37
30083 - Engineering Technician III	22.78
30084 - Engineering Technician IV	28.23
30085 - Engineering Technician V	34.88
30086 - Engineering Technician VI	41.77
30090 - Environmental Technician	25.20

30210 - Laboratory Technician	21.03
30240 - Mathematical Technician	29.46
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	25.20
30363 - Paralegal/Legal Assistant III	30.82
30364 - Paralegal/Legal Assistant IV	37.29
30390 - Photo-Optics Technician	28.23
30461 - Technical Writer I	22.26
30462 - Technical Writer II	27.22
30463 - Technical Writer III	32.94
30491 - Unexploded Ordnance (UXO) Technician I	23.88
30492 - Unexploded Ordnance (UXO) Technician II	28.90
30493 - Unexploded Ordnance (UXO) Technician III	34.61
30494 - Unexploded (UXO) Safety Escort	23.88
30495 - Unexploded (UXO) Sweep Personnel	23.88
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	25.14
30621 - Weather Observer, Senior (2)	27.93
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.39
31030 - Bus Driver	17.84
31043 - Driver Courier	11.87
31260 - Parking and Lot Attendant	8.56
31290 - Shuttle Bus Driver	12.95
31310 - Taxi Driver	12.03
31361 - Truckdriver, Light	12.95
31362 - Truckdriver, Medium	18.93
31363 - Truckdriver, Heavy	21.24
31364 - Truckdriver, Tractor-Trailer	21.24
99000 - Miscellaneous Occupations	
99030 - Cashier	12.13
99050 - Desk Clerk	12.65
99095 - Embalmer	21.08
99251 - Laboratory Animal Caretaker I	10.49
99252 - Laboratory Animal Caretaker II	11.44
99310 - Mortician	31.23
99410 - Pest Controller	15.17
99510 - Photofinishing Worker	14.87
99710 - Recycling Laborer	17.38
99711 - Recycling Specialist	20.39
99730 - Refuse Collector	15.50
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99820 - School Crossing Guard	9.06
99830 - Survey Party Chief	33.54
99831 - Surveying Aide	18.45
99832 - Surveying Technician	25.24
99840 - Vending Machine Attendant	12.48
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Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.